

14087

NEW SOUTH WALES.

VOTES

AND

PROCEEDINGS

OF

THE LEGISLATIVE ASSEMBLY

DURING THE SESSION

OF

1875,

WITH THE VARIOUS DOCUMENTS CONNECTED THEREWITH.

IN FOUR VOLUMES.

VOL. III.

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1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

VOTES AND PROCEEDINGS.
SESSION 1875.
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(Arranged as the Papers should be bound.)

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1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

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1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MAIL SERVICE BETWEEN SAN FRANCISCO AND THE COLONIES
OF NEW SOUTH WALES AND NEW ZEALAND.

Ordered by the Legislative Assembly to be printed, 7 May, 1875.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 6 April, 1875, praying that His Excellency the Governor will be pleased to cause to be laid upon the Table of this House,—

“Copies of all Letters, Telegrams, Cablegrams, Minutes, Despatches, Agreements, and all other Documents having reference to, or in connection with, the San Francisco Mail Services (temporary and permanent).”

(Mr. Dibbs.)

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PART II.

PAPERS relating to the performance of Contracts by Messrs. Hall and Forbes, and to measures adopted to enforce the Bond in consequence of default pages 29 to 100

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No. 1.

THE MANAGER, BANK OF NEW SOUTH WALES, to THE MANAGER, UNION BANK OF AUSTRALIA.
Bank of New South Wales,
Sydney, 16 May, 1873.

DEAR SIR,

I am instructed by the Government to apply to you for information respecting the standing and monetary strength of your constituents, Messrs. Joseph B. Dunn and William Cameron.

These gentlemen are, in their individual capacities, offered to the Government as sureties for the sum of ten thousand pounds stg. (£10,000), and have referred the Government to you for information as to their position.

I shall feel obliged by your informing me whether you consider them jointly and severally good for the amount in question, and whether the Government may accept their bond under a full assurance of their ability to pay such a sum on demand.

Yours faithfully,
SHEPHERD SMITH,
Manager.

No. 2.

THE MANAGER, UNION BANK OF AUSTRALIA, to THE MANAGER, BANK OF NEW SOUTH WALES.
Union Bank of Australia,
Sydney, 16 May, 1873.
Messrs. William Cameron and Joseph B. Dunn.

DEAR SIR,

In reply to your letter of this date, I beg to state I consider these gentlemen jointly and severally good for the amount you name, say £10,000 (ten thousand pounds), and do not doubt their ability to pay such a sum, should it be necessary to do so, on demand.

I am, &c.,
J. C. RAYMOND,
Manager.

No. 3.

No. 3.

THE HON. H. PARKES TO THE HON. SAUL SAMUEL.

New South Wales.

Colonial Secretary's Office,

Sydney, 12 July, 1873.

SIR,

It is probable that before you receive this letter you will be informed by telegram that the Government has determined to close the mail contract with Mr. Hall for the service of forty days and subsidy of £68,000.

2. There is no prospect of any subsidy being obtained from the Australian Colonies. The Colonial Secretary of Queensland, soon after your departure from Sydney, required to be informed definitely whether the Pacific steamers would call off Cape Moreton to receive and deliver mails, when I addressed to him, under date June 20th, the letter a copy of which I enclose for your information. It was quite impossible to consent to a deviation from the direct course, which, all circumstances considered, would be more unreasonable than calling at a port in New Zealand. You will observe that while firmly refusing to comply with the request made, I pointed out to Mr. Palmer that, by closing the contract for the service of forty days, we could land the mails at Brisbane, *via* Sydney, in shorter time than by any other route. It would almost seem that he would prefer receiving and delivering his mails by a pilot-boat in the open sea in forty-five days to their safe conveyance by steamships, *via* Sydney, in forty-two or forty-three days. You will observe also that in my letter of June 20th I expressed my desire to co-operate with Queensland in establishing the postal line through Torres Straits. You will, however, be surprised to be informed that up to the present time, twenty-two days afterwards, I have received no reply from Mr. Palmer, and that I first learnt that his Government had decided not to ask Parliament to assist in the Trans-Pacific Service by a cablegram from Sir Charles Cowper, who appears to have obtained his information from Mr. Daintree.

In this state of things the policy of New South Wales appears to be clear, to undertake the shortest and best service, and to carry mails for all the world for the postages. If we can deliver the mails at Brisbane in forty-three days, we shall carry all the Brisbane letters. If we can deliver the mails in Melbourne in forty-three days, we shall carry a large part of the Victorian letters. So also with respect to Tasmania; and New Zealand must very speedily come into the service. Our weak point will be in the temporary service. It is in the highest degree desirable, and not more so for the Government than for the contractors, that this temporary service should be of such efficient character as not to discredit the permanent service. Impress that upon Mr. Hall and Mr. Dunn.

You will of course do your utmost to obtain the recognition of the new service by the Imperial Government, which can only be effectually done by obtaining a subsidy, or co-operation in some substantial form. It appears to the Government that it will be wise for you to visit America without loss of time. You cannot form a correct judgment how to act until you have had the advantage of forming your opinions on the spot. If a subsidy is not obtainable, I think it is highly probable that you may arrange to receive the American postages without the intervention of Congress. I enclose open letter addressed to the Secretary of State, Washington.

Mr. Cameron has been here this morning. He has taken the opinion of Sir William Manning on the question, as I understand him (I had not time to look at the opinion itself), whether the contractors will be safe in closing for the forty days service, when Parliament has only sanctioned an expenditure of £30,000. This opinion Mr. Cameron will send by the out-going mail to his Agents, Messrs. George Campbell & Co., Oriol Chambers, 14 Water-street, Liverpool.

I explained to Mr. Cameron that the contract was completed, so far as the contractors were concerned, and that if the Government required to close for the short service at £68,000 they had no option in the matter; and that, in fact, the contractors had to deal with the constituted Government of the Colony, and had nothing to do with Parliament. For his satisfaction, however, I pointed out that Parliament never repudiated the *bonâ fide* contracts of the Government for the time being, even though a majority should eject a Government from office for its part in such contracts; but that in this case I felt assured we should be supported by a majority.

I have no doubt but that Parliament will support us in a course which is the only course now which is worthy of the Colony.

I have, &c.,

HENRY PARKES.

[Enclosure No. 1.]

Colonial Secretary, New South Wales, to Colonial Secretary, Queensland, dated 20th June, 1873, already printed and laid before Parliament during Session of 1873.

[Enclosure No. 2.]

Telegram from the Agent General, London, to The Colonial Secretary, Sydney, dated London, 4 July. Am sorry to learn from Daintree that Sydney and Queensland do not act together in postal contract, but that Queensland directs terminus of Torres Straits route to be at Brisbane. I strongly urge co-operation with Queensland for ten knots service, with Sydney as terminus. Reported here New Zealand has joined Melbourne postal contract. Expecting Samuel Monday.

[Enclosure No. 3.]

(Letter accrediting Mr. Samuel.)

No. 4.

THE HON. SAUL SAMUEL TO THE HON. H. PARKES.

London, 4 September, 1873.

SIR,

I have the honor to acknowledge the receipt of your despatch, dated 12th July last, No. 73/301, with its enclosures. Most of the information contained therein has, however, been anticipated by your telegrams to me of subsequent dates. It

It only remains for me, in this communication, to state more fully than I have informed you by wire what has been effected since my arrival in London towards the accomplishment of the object of my mission.

Immediately after reaching here I urged upon the contractor and his friends the necessity of expediting their arrangements for procuring steamships, both for the temporary service and for the permanent line, so that these services should be respectively commenced at the times agreed upon. They have evinced every desire to meet my wishes in this regard, but there have been difficulties to contend against which could not have been avoided. At this period of the year it is not possible to get business of magnitude transacted with anything like despatch, owing to so many commercial men being absent from London; then it has not been easy to procure suitable steamers for the temporary service, and the negotiations which were pending with New Zealand tended somewhat to delay. The contractor's arrangements however, appear to be so far advanced as to lead me to hope (especially as I am assured that he is supported by men of capital) that in a few days I shall be in a position to advise you by telegram of their completion.

I refrained from giving the contractor the notice alluded to in your telegram of the 3rd of August last, as I considered that while I withheld it I had greater power of ascertaining his movements, and moreover I had in view the accomplishment of an agreement securing the co-operation of New Zealand, which would render it necessary to enter into a new contract entirely. Copy herewith

Shortly after my arrival at London, Mr. Thomas Russell (the gentleman authorized by the New Zealand Government to negotiate for the establishment of a Pacific Mail Service) and myself met with a view of considering the possibility of the two Colonies uniting in carrying out the service. After almost daily meetings, extending over a fortnight, we ultimately arrived at the agreement which was communicated to you in my telegram of the 27th ultimo, copy of which I append.

I was much gratified to receive your confirmation of this agreement, which reached me by telegram on the 31st ultimo. I hope that in a few days the sanction of the New Zealand Government will have been received, when the new contract agreement will at once be executed. Copy herewith.

The arrangement is doubtless fully understood from my telegram, but it may be advisable here to repeat it:—

1. New South Wales and New Zealand agree jointly to establish a service to and from San Francisco, and to contribute in equal proportions to the subsidy.
2. The *through* steamer is to proceed alternately to Sydney and to New Zealand, transshipping mails, passengers, and cargo, at Kandavau, into steamships of same size and power as the *through* steamer; a similar arrangement to be followed with the outward mail,—*i.e.*, the *through* steamer to start alternately from Sydney and from New Zealand.
3. All steamers employed in the performance of the service to be of the same size, viz., 2,500 tons gross or 2,000 tons register.
4. Contract time between Sydney and San Francisco to be twenty-five days. Penalty for every day beyond twenty-five days, £153 17s., and for every day beyond thirty days, £50.
5. Contractors to receive eighty thousand pounds (£80,000) for the whole service, and to retain any subsidies they may be able to procure from any Governments other than those of Great Britain and the Australian Colonies.

It will be seen that under this arrangement a Pacific Mail Service is secured for the Colony of New South Wales for a subsidy of forty thousand pounds (£40,000) instead of sixty-eight thousand pounds (£68,000) and performed by much larger vessels than were to be provided under the original contract.

Deducting the sum of eighteen thousand pounds (£18,000), the estimated postages to and from the United Kingdom, the cost to the Colony will be twenty-two thousand pounds (£22,000), which amount will be further reduced by any sum which may be received for the conveyance of mails to and from the other Australian Colonies, it being understood that New Zealand is to receive a moiety of such amount.

With reference to the observation in your telegram of the 30th August, regarding the expediency of giving up the foreign subsidies to the contractors, I may remark that Mr. Russell (who has recently, on behalf of the New Zealand Government, visited the United States) and myself, having serious doubts whether any subsidy could be obtained by the Governments of New South Wales and New Zealand, from the United States Government, and considering the moderate amount of the subsidy to be paid to the contractors, conceded to them the right to obtain these subsidies—indeed it was only on this condition that we were able to make so favourable an arrangement for the Colonies. While, however, we permit the contractors to endeavour to obtain subsidies from any other Governments than those of the Australian Colonies and Great Britain, we still preserve the entire control of the contract as regards the conveyance of mails, it being distinctly understood that the contractors are bound to carry mails between the Australian Colonies and all other places. Copy herewith.

You will have been informed by my telegram of the 15th August, that I had an interview on the day before with the Right Honorable the Secretary of State for the Colonies on the subject of the proposed Pacific Postal Service.

Lord Kimberley expressed his willingness to aid the Colony and to assist me in furthering the object of my mission; but stated that the Imperial Government could not disturb the decision which had already been arrived at to convey the mails to and from San Francisco free of all charge to the Colony. He promised to obtain for me from Lord Granville a letter to the British Minister at Washington, which promise has already been fulfilled.

I have also received from the Colonial Office letters to the Post Office authorities here. The necessary postal arrangements in connection with the service shall, as requested by you, have my best attention.

I have not yet come to any definite arrangement with Mr. Russell for the co-operation of the New Zealand Government in carrying out the *temporary* service, owing to the contractors not being able just yet to name the amount of subsidy they will require for steamers of larger size and greater speed than were originally contemplated.

I am equally anxious with yourself that the temporary service shall be very efficient, and that it shall assimilate as nearly as possible to the permanent service. With this object in view I have constantly been impressing upon the contractors the importance of placing a proper class of vessels on the line.

I have, &c.,

SAUL SAMUEL.

Submitted, 27/10/73.

Receipt acknowledged, 3 November, 1873.

[Enclosures.]

[Enclosures.]

Telegram from Colonial Secretary to Hon. Saul Samuel, dated 3rd August, 1873.

CLOSELY examine contract, and give notice in name of Government for six hundred hours at sixty-eight thousand pounds. This having been done, Cameron requires concession, which has been agreed to. In consultation with Peachey, Lloyd, and Company, the Government London Solicitors submit to *half* [Hall] supplementary contract, as follows:—Penalties for every twenty-four hours overdue time, one hundred and fifty-three pounds seventeen shillings—the power to cancel original contract not to operate by reason *with* [of] any failure in six hundred hours, but to remain in full operation in respect to any failure extending beyond seven *hours* [hundred] and twenty hours, the object *be* [being] that each day's failure shall diminish by corresponding proportion the extra sum of twenty thousand.

Telegram from Colonial Secretary to Hon. Saul Samuel, dated 11th August.

IMPORTANT to know whether Hall can take up interim mail service. Yes or no. Steamer must be here to start with mails on December sixteenth, and return with mails leaving San Francisco January twenty-eighth. No boat need proceed direct to San Francisco—first mail *via* San Francisco must leave London January tenth. Inform Cowper and General Post Office. If any difficulty with Hall, Australasian Steam Navigation Company will provide service.

Telegram from Hon. Saul Samuel to the Colonial Secretary, dated 12th August.

BOTH telegrams received. Hall not arrived—expected to-morrow—will then telegraph. I anticipate no difficulty. Rely on utmost exertions. Now with Cowper.

Telegram from Hon. Saul Samuel to the Colonial Secretary, dated 15th August, 1873.

COWPER and self had an interview with Lord Kimberley. Most favourably received. Shall only get postages and *free* transit 'Frisco. Promised every official assistance and letters to Washington. Have met Russell. Do not despair arrangement with New Zealand. Will report about Hall in a few days.

Telegram from Hon. Saul Samuel to Colonial Secretary, dated 20th August, 1873.

SOUTH Australia and Queensland offer free passages. No chance for us unless we offer same. Your regulations exclude single men. Surely this not intended. Many offering have been refused. Age of married should be increased to forty years; single men to thirty-five. Hall busy negotiating for steamers for temporary service, I still treating with Russell. Have you abandoned arrangements with Queensland? Daintree willing to unite with us for ten-knot service, Sydney terminus. I urge this. Reply quickly. Telegraphed you twelfth and *fourteenth* [15th].

Telegram from Hon. Saul Samuel to Colonial Secretary, dated 27th August, 1873.

HAVE arranged with Russell—subject approval of both Governments—New Zealand paying half entire subsidy; steamers all to be two thousand five hundred tons gross, or two thousand register. Through steamer to leave Kandavau alternate trips for Sydney and New Zealand. Same arrangement returning, transhipping into steamer same tonnage and speed. This will cause no more delay at Kandavau than branch service—time twenty-five days. Contractors agree for eighty thousand pounds penalty up to thirty days one hundred and fifty pounds then fifty; contractors to receive all subsidies they can get except Colonies and England. This will give us fast service with large steamers for forty thousand, exclusive of English postage and half Colonial subsidies. This proposal not to prejudice present contract if you disapprove. I strongly urge you promptly to confirm arrangement. Union with New Zealand desirable. They join in temporary service on terms to be arranged if you agree to this. Consider American subsidy doubtful. If obtained, encouragement for more efficient service. Hall has steamers under offer for temporary service. Russell and self confidence in contractors' ability to carry out agreement. If you approve, telegraph concurrence to Vogel to save time. Russell communicating. Reply quickly.

Telegram from Colonial Secretary to Hon. Saul Samuel, Sydney, 28 August, 1873.

POSTAL policy of this Colony to carry letters for all the Colonies for postages only. Victoria has followed our example, and declared the same policy for Suez mail. This is now settled. In this state of things, desirable to know what Hall is doing as to temporary service—better none than inferior, which would discredit permanent service. Are ships being built? Parliament meet in twelve days.

Telegram from Colonial Secretary to Hon. Saul Samuel, Sydney, 30th August, 1873.

Yours, containing agreement with Russell, received. Have written fully to Vogel, generally approving. Shall be glad to act with New Zealand. This Government prepared to confirm agreement substantially, but doubt expediency of contractors having power to negotiate for foreign subsidies. Prefer to increase subsidy, and keep entire control in our hands. Leave matter to you. In this turn of events temporary service necessary to New Zealand, and best for us, but must be efficient—thirty days certain.

Telegram from Colonial Secretary to Hon. Saul Samuel, Sydney, 1st September, 1873.

* * * * *
These modifications provisional until submitted to Parliament. Action of Queensland in mail service entirely her own fault. Consideration for us excellence of Pacific Service.

No. 5.

THE HON. SAUL SAMUEL, C.M.G., TO THE COLONIAL SECRETARY, SYDNEY.

London, 22 September, 1873.

SIR,

I have the honor to transmit for your information a copy of a letter, dated 4th July, 1873, which has been addressed to me by the Honorable Julius Vogel, of New Zealand, in reply to my communications dated respectively the 12th and 17th of June last, copies of which I forwarded to you from Melbourne.

I have, &c.,
SAUL SAMUEL.

Acknowledged, 1/12/73.

Should be recorded now.—JOHN R., 7/4/75.

[Enclosure.]

The Hon. Julius Vogel, New Zealand, to The Hon. Saul Samuel.

New Zealand.

General Post Office,

Wellington, 4 July, 1873.

Sir,

I have the honor to acknowledge the receipt of your letters of the* 12th and† 17th ultimo, both written in Melbourne. In the former you state that when off Hokitika, on your way to Australia, you were astonished to find from the West Coast newspapers, that correspondence between us in Wellington, relative to a mail Service *via* San Francisco, had been published before it was in the "possession of our respective Governments" and you say that you deemed it necessary "at once to correct the statements" contained in a telegraphic summary of that correspondence, "assuming that they have been authorized" by me. In the letter you acknowledged the receipt of my letter of the 4th ultimo, containing the reply of this Government to your proposals, and you state that you have nothing to add to your letter of the 12th.

I have the honor, in reply to that letter, to say that, in publishing the correspondence between us, I only followed the course pursued by your Government in Sydney. The Hon. Mr. Parkes having replied, on the 25th February last, to a letter signed by the Hon. Mr. Reynolds and myself, the correspondence which had then passed was published in the *Sydney Morning Herald* of the 27th, before a further reply of ours, dated the 26th, had probably been received by your Government.

With regard to your complaint that we are inconsistent in expressing regret that the New South Wales Government, after all that had taken place, should enter into a contract without consulting the New Zealand Government, whilst you judged from my reference to Mr. Russell that he was instructed to enter into a contract "entirely independent of and without its being considered necessary to consult the New South Wales Government." I have to explain that you are under a misapprehension. In the instructions given to Mr. Russell he was expressly informed that negotiations would be opened with the other Colonies with the view of enlisting their co-operation. He was further told that any Colony inclined to co-operate with New Zealand would be asked to appoint some one to act with him, and, to quote the exact words—"the fact will be telegraphed to you, and you will then of course take care not to bind yourself or the Government in any way which would prevent your dealing with the representative of the other Colony on equal terms. It would be desirable you should obtain all the information possible; but were you to enter into any engagement, the gentlemen with whom you would have to act would have reason to complain. The power given to you, therefore, to enter into a contract, subject to the approval of Parliament, you will abstain from exercising, should you be advised by telegraph that joint action with one or more of the other Colonies is practicable." The Government would have gladly telegraphed to Mr. Russell that you were prepared to co-operate with him, but for the unfortunate contract with which you had hampered yourself. I use the expression advisedly, because, as the gentleman with whom you had contracted had to go to England to make arrangements, it would have left you much more free had you abstained from making a contract until you reached England.

I am unable to agree with you that the contract you have entered into made proper provision for the New Zealand Service. The expression "of a class similar to the steamship 'City of Adelaide,'" is too vague to bear any meaning. The provisions contained in clauses 7, 8, and 9, of the contract, as to the quality of the vessels to be used, their equipment, inspection, &c., cannot, I am advised, be claimed to apply to the vessels proposed to be used for the New Zealand Branch Service.

Nor can I agree with you that the contract sufficiently provides for detaining the main line boats at Kandavau to await the arrival there of the branch boat. The best proof of the want of care for New Zealand interests—if you have any doubt on that point—after again reading the contract, is to be found in the fact that the contractor would be able, without consulting the Postmaster General of New Zealand, to transfer the branch service altogether. Clause 24 seems to me to be too explicit to leave room for doubt as to this power.

In stating that the contract did not provide "for the passage of a mail agent," I of course meant—as the construction of that portion of my letter clearly shows—an Agent in charge of the New Zealand mails. The contract does provide for "an officer" in charge of the mails, but one Agent could not do duty for all the Colonies. Experience has shown that the sorting of the New Zealand mails is enough to occupy a Mail Agent during nearly the whole of the voyage.

I regret your evident annoyance at the reference to the contractor and his sureties which I thought necessary to make in my letter. Since you refer to the conversation which passed between us, I may remind you that the principal objection I made to your contract was, that the gentleman who contracted was without means to fulfil the conditions of the contract. You say that I was satisfied with the sureties. You will permit me to remind you that the only answer you made to my objections to the contractor was, that he was but little more than nominally concerned—that the sureties were really the responsible persons. The extent of the satisfaction which I expressed as to the sureties was this—that I was satisfied they would be

* Letter of 12th June. See No. 6. † Letter of 17th June, already printed and laid before Parliament in Session of 1873.

be able to pay a penalty of £10,000 if called upon to do so. But I pointed out to you that they did not own steamers, and that their business was not in any sense connected with the management of steamers. It was no disparagement to the sureties to state that they merely accepted a concession, undertaking to pay £10,000 if the conceded service was not performed, and that it was certain they meant to part with the concession. I must be allowed to say that, in making such a contract, the first consideration is as to the ability of the contractor to carry out his engagement, and that this is more important than the consideration whether he will be able to pay a small penalty or to get his sureties to do so for him in the event of his relinquishing the contract.

The following passage of your letter is not quite correct:—"If I would consent to cancel the present contract and make another in conjunction with New Zealand, providing for the main steamers calling at your Colony, you were willing that the present contractor should have the preference in such new contract." If you had omitted the words "providing for the main steamers calling at your Colony," the passage would have been more correct. I told you that I was willing to leave the whole matter in the hands of yourself and Mr. Russell, and that if you were able to enter into an entirely new contract, I would consent to the present contractor and his sureties having the preference, if they were able to satisfy you and Mr. Russell of their being desirable contractors. This would have left you at liberty to prefer other contractors if it had been found advisable to do so. You know it was my opinion that seeing the gentleman interested in the contract would not perform the service, you would find it better to negotiate with those who would actually do the work, if they obtained the contract, instead of with persons who only look for an intermediate profit.

I have already sufficiently rebutted the assertion "the sole reason for your Government not according their support to my proposal is, that it does not provide for the main steamers calling at New Zealand." There were not only other reasons stated, but I told you we would be willing the question should be left open whether transshipment should be made at Auckland, the Bay of Islands, Mongonui, or the Navigators' Islands; I did not absolutely even preclude Kandavau, but I did object to the use of inferior boats, and expressed a strong opinion in favour of the use of a main boat for the New Zealand branch of the service.

As to your statement that calling at New Zealand "would involve an unnecessary detour of three days duration for the whole of the Australian mails," I have to remind you that under the contract with Messrs. Webb and Holladay, the voyage from San Francisco to Sydney by way of Auckland could have been performed in thirty (30) days, if Mongonui had been the port of transshipment instead of Auckland.

In the course of our conversations it was abundantly evident that you had been led to make a contract for thirty days between San Francisco and Sydney, believing that that would enable you to secure the time for which your Parliament stipulated in the resolutions; on the authority of which the contract was signed, namely—forty-five (45) days between England and Sydney; whereas thirty (30) days between San Francisco and Sydney would make the through service from England occupy forty-eight (48) days.

I have, &c.,
JULIUS VOGEL.

No. 6.

THE HON. S. SAMUEL TO THE HON. JULIUS VOGEL, C.M.G.

Melbourne, 12 June, 1873.

SIR,

On my arrival off Hokitika I received a telegram from you stating that you had addressed to me, at Melbourne, a reply to my recent communications on the subject of the establishment of a Steam Postal Service with Great Britain *via* San Francisco. At the same time several of the West Coast New Zealand newspapers of the 6th instant accidentally came into my possession, and I was much astonished to find published in the form of press telegrams the substance of my communications to you, together with what is stated to be your reply thereto. I feel that I have reason to complain of the extraordinary course pursued in permitting the publication of this correspondence, accompanied as it is by statements and comments which are calculated to mislead.

It would, I conceive, have been better and more regular had you waited until I was in receipt of your letter, when the complete correspondence would have been in the possession of our respective Governments before publication in the newspapers.

2. As your reply cannot reach me in time to enable me to answer it before my departure by the June mail steamer for England, I deem it necessary at once to correct the statements referred to, assuming that they have been authorized by you.

3. In the first place it is said that your Cabinet regret "that the New South Wales Government should have entered into a contract without first consulting the New Zealand Government." In answer to this I have merely to remark that I am unaware of any engagement either direct or implied which should have prevented the Government of either Colony from entering into a provisional contract without first consulting the other. And your Government appear to have recently held this opinion, for in the telegram referred to it is stated (as you also personally informed me) that Mr. Russell, your representative in England, "is specially charged with carrying out the views of the New Zealand Government as to a Californian Service, and that if *he has not already made other arrangements*" he would be in a position to confer with me and "to propose terms for a joint service to be undertaken by both Colonies." Thus showing that the New Zealand Government were contemplating arrangements for a Pacific Service entirely independent of and without its being considered necessary to consult with the New South Wales Government.

The fact however of my having been deputed specially to visit your Colony with a view of inviting your co-operation in the establishment of a mail service across the Pacific should be sufficient evidence of the desire on the part of the New South Wales Government to act in concert with that of New Zealand.

4. It is alleged that the New South Wales Government have entered into a contract "of so hurried a nature that all the provisions which would tend to give assurance to New Zealand were omitted," and consequently that "no adequate provision is made regarding the character of the vessels for the branch service—for the speed, or for the enforcement of penalties for delay nor for detention of the main steamer should the branch steamer fail to arrive at Kandavau in time, or for the passage of a Mail Agent."

Now

Now the provisional contract distinctly specifies, as regards the character of the vessels to be employed for the branch service, that they shall be "of from 800 to 1,000 tons burden, of a class similar to the steamship 'City of Adelaide'", a vessel well known in the Australasian Intercolonial trade. I cannot therefore imagine how such a representation should have appeared.

The contract also clearly provides that the branch service shall be performed under the same conditions as the main service.

These conditions provide for the rate of speed either at ten or twelve knots an hour, according to the amount of subsidy paid.

There are also clauses amply sufficient for the enforcement of penalties.

As regards the detention of the main steamer at Kandavau, pending the arrival of the branch steamer from New Zealand, it is stipulated in the contract that the Postmaster General of New South Wales is "to have power by an order to the Commander to delay the departure of any vessel from any port for a period not exceeding twenty-four hours, and to delegate this power to any person to whom he may think fit to entrust it." Under this provision sufficient arrangements could of course be made for the detention of the packet at Kandavau until the New Zealand steamer had arrived. This is, however, a mere matter of detail.

The statement that there is no provision made for a mail agent is also incorrect, there being a clause in the contract to the effect that "proper accommodation and mess to be provided for an officer of the Post Office in charge of the mails, such officer to be victualled and otherwise treated as a chief cabin passenger."

But supposing the contract as regards the service from Kandavau to New Zealand were open to the objections which I have just met, your Government had the option of making a separate contract for this portion of the service, and of taking it under your entire control.

5. The remarks relative to the business occupation of the gentlemen who are sureties, as well as the observations as to the contract having been entered into as a mere matter of speculation, appear to me to be as unwarrantable as they are uncalled for, and certainly are not reconcilable with the fact that you personally expressed to me that you were satisfied as to the sufficiency of the sureties; and further, that if I would consent to cancel the present contract and make another in conjunction with New Zealand, providing for the main steamers calling at your Colony, you were willing that the present contractor should have the preference in such new contract.

6. I do not consider it needful to notice some few other objections which have been raised, as they appear to relate to matters of detail which might readily have been arranged between the Colonies themselves, quite irrespective of the contract agreement.

7. It appears to me that an unnecessary exception has been taken to the manner in which the provisional contract agreement has been prepared, as it is apparent that the sole reason for your Government not according their support to my proposal is, that it does not provide for the main steamer calling at New Zealand—an arrangement it is unreasonable to expect, considering that it would involve an unnecessary detour of three days duration for the whole of the Australian mails and passengers, while the only advantage which New Zealand could derive would be that the passengers to and from Auckland (if that were made the port of call, as proposed by you) would not be subject to any transshipment. Those to and from the important Southern Provinces of New Zealand would of necessity, under your proposal, have to change steamers at Auckland, and I imagine they would not be much inconvenienced or feel dissatisfied if this change took place at Kandavau some few days earlier or later, as the case may be, so long as the service was an efficient and an economical one.

Expressing my regret that your Government have not arrived at a different determination in the matter,—

I have, &c.,
SAUL SAMUEL.

Extract from Grey River Argus, 6th June, 1873.

LATEST TELEGRAMS—THE SAN FRANCISCO MAIL SERVICE.

[New Zealand Press Association.]

Wellington, June 5.

THE contractor with the New South Wales Government for a service to San Francisco is H. H. Hall, of Sydney. His sureties are large American tobacco merchants, in business in Sydney and America. The contract, as drawn, gives no security at all for a New Zealand service, and is most lax as to penalties. No vessels are named or indicated, and the contract is so drawn as to enable the Sydney Government easily to avoid it. The whole arrangement is such as to lead to the opinion that it is merely a concession for speculative purposes, to be sold at a profit, if possible, or else thrown up.

The following correspondence has passed between Messrs. Saul Samuel and Vogel *in re* the Californian Mail Service:—Mr. Samuel, in a letter of the 5th June, informs Mr. Vogel that the New South Wales Government has entered into a provisional contract for a period of six years, for a four-weekly service between Sydney and San Francisco, *via* Kandavau (Fiji) and Honolulu, with the option of a connecting link between Dunedin, Christchurch, Wellington, Auckland, and Kandavau; the service to be performed by first-class steamers, capable of doing ten knots per hour. The subsidy to be £48,000 per year for the main service, and £12,000 for the New Zealand branch line. In the event of a twelve-knot service being desired, the subsidy to be increased to £80,000, including the branch line. The New South Wales Government is quite satisfied of the ability of the contractor to get the former service. He invites the New Zealand Government to co-operate in carrying out the contract, and proposes:—

1st. That New Zealand shall agree to pay a contribution for a ten-knot service of £25,000, New South Wales undertaking to pay the balance.

2nd. In the event of subsidies being obtained from England, America, Honolulu, Fiji, or other places, New South Wales and New Zealand to equally divide such subsidies in diminution of their contributions.

3rd. Should New Zealand desire a twelve-knot service, any subsidies from other Colonies or places to be applied towards the extra subsidy required.

4th. If the Imperial Government give the Colonies the amount of outward postage rates from Britain, instead of a fixed subsidy, New Zealand and New South Wales to reserve such postages in proportion to the correspondence of each.

5th.

5th. New South Wales and New Zealand jointly to determine the terms on which other Australian Colonies shall participate in the service, New South Wales to conduct the negotiations and keep the necessary accounts.

6th. New Zealand to possess, equally with New South Wales, all discretionary rights, powers, and privileges.

7th. Should New Zealand prefer, it may make a separate contract, and have the entire control of line from Kandavau to Dunedin, in which case its contribution to the main service is to be £13,000. A copy of the contract was enclosed.

Mr. Vogel, on the 4th June, replies that the proposals had been considered by the Cabinet, and expresses the regret of the Cabinet that the New South Wales Government should have entered into a contract without first consulting the New Zealand Government, with a view of devising terms which might have led to hearty co-operation. The Intercolonial Conference expressly contemplated the two Governments jointly arranging a service, and in the correspondence in reply to deputations, and in Parliament, the New South Wales Government had expressed a desire that the two Governments should act in concert in the matter, yet the New South Wales Government, without reference to New Zealand, entered into a contract of so hurried a nature that all provisions which would tend to give assurance to New Zealand were omitted. True, Mr. Samuel stated that he would compel contractors to assent to such provisions, if New Zealand joined, but at present the contract did not contain provisions such as would justify New Zealand in contributing to the service. No adequate provision is made regarding the character of the vessels for the branch service, for the speed, or for the enforcement of penalties for delay, nor for detention of the main steamer, should the branch steamer fail to arrive at Kandavau in time, or for passage of mail agent. In brief, the proposal was that New Zealand should pay four-twelfths of the cost of the service, a contract for which its interests are wholly neglected. Supposing Mr. Samuel should be able to remedy these defects, he would have to make a new contract, and it would be better to consider the terms of such new contract in Great Britain where opportunity of ascertaining whether it would be likely to be carried into effect. The contract is with a gentleman who does not own ships, and his sureties are gentlemen in another business. The security of £10,000 provided is too small, even if given by a firm owning steamships, and able themselves to fulfil the contract. As neither the contractor nor his sureties own ships, the cost of which would be very large, it is evident that the amount of security is no guarantee that the service would be carried out, but that the contract is taken as a speculation to be carried out at profit, or of relinquishing it at pleasure, on forfeiture of penalty. The New Zealand Government recognize that the monetary proposals are not inequitable, but disapprove of the arrangements for the connection of New Zealand with the service. The time between London and Auckland would be some days longer than Webb's service, and the main boats not coming to New Zealand would cause great inconvenience in transshipment at a port like Kandavau. The main boats were only of moderate size in comparison with the coal they required to carry, and it was feared New Zealand passengers would have to submit to very inferior accommodation. If any arrangements were made for transshipment at such a place as Kandavau, the New Zealand Government would require a portion of every main steamer to be set apart for New Zealand passengers and freight. For the reasons stated, the New Zealand Government do not approve of the contract in its present form, as it would not answer any good purpose to propose a modification of the contract, which is a mere concession from which one party may retire and the other equally relinquish. If, as gathered from Mr. Samuel, he, on arrival in England, is prepared to remodel the contract, Mr. Russell, who is specially charged with carrying out the views of the Government on the Californian service, will confer with him, and if he has not already made other arrangements, will no doubt be able to propose terms for a joint service to be undertaken by both Colonies on fair and satisfactory terms for both.

In conclusion, Mr. Vogel thanks Mr. Samuel, on behalf of New Zealand, for the consideration shown by his visit, and for the friendly spirit in which the proposals have been submitted.

No. 7.

THE HON. H. PARKES TO THE HON. SAUL SAMUEL.

(No. 343.)

Colonial Secretary's Office,
Sydney, 9 August, 1873.

SIR,

I enclose copy of telegram, transmitted to you, on the expediency of modifying the Pacific Mail Contract.

2. Mr. Blackwood, of the firm of Dalgety, Blackwood, & Co, Mr. Nichols of the firm of Dalgety, Nichols, & Co. (New Zealand), and Mr. William Cameron, had an interview with me principally in reference to the practicability of performing twelve knots an hour between Sydney and San Francisco throughout the year. They expressed their desire to make the service thoroughly efficient, but their unwillingness to guarantee a rate of speed which might not be always maintained. They went so far as to hint through Mr. Cameron that it might be better to forfeit the bond for £10,000 than to damage their reputations by undertaking an engagement which they now felt doubtful of being able to carry out.

3. The result has been an agreement to modify original contract to this extent:—The contract not to be liable to cancellation for failure between 720 hours and 600 hours in the through passages between Sydney and San Francisco; but the contractors to pay a fine of £153 17s. for every day overdue time in the passage of 600 hours, which on the extreme supposition that the ships may be five days overdue in each passage throughout the year will reduce the £68,000 to the amount of subsidy for the 720 hours, namely £43,000. The contract in respect to the latter time and subsidy is to remain without modification.

4. I hope you have understood telegram to this effect and have completed supplementary contract accordingly.

5. I and my colleagues consider the contract improved by the modification.

I have, &c.,
HENRY PARKES.

[Enclosure.]

[Enclosure.]

Telegram from Colonial Secretary to the Hon. Saul Samuel, London.

CLOSELY examine contract and give notice in name of Government for six hundred hours at sixty-eight thousand pounds. This having been done, Cameron requires concession, which has been agreed to. In consultation with Peachy, Lloyd, and Co., the Government London Solicitors, submit to Hall supplementary contract, as follows:—Penalties for every twenty-four hours overdue time, one hundred and fifty-three pounds seventeen shillings; the power to cancel original contract not to operate by reason of any failure in six hundred hours, but to remain in full operation in respect to any failure extending beyond seven hundred and twenty hours. The object being that each day's failure shall diminish by corresponding proportion the extra sum of twenty thousand.

No. 8.

THE HON. S. SAMUEL TO THE HON. H. PARKES.

London, 2 October, 1873.

SIR,

I have the honor to acknowledge the receipt of your despatch, dated the 9th August last, No. 343, enclosing a copy of the telegram which you transmitted to me in reference to a modification of the then existing Pacific Mail Contract, which is however not now necessary, as a new contract entirely will have to be executed to meet the altered circumstances that have arisen through the co-operation of the New Zealand Government, of which you were advised in my last.

When I wrote to you on the 4th ultimo, I had not arrived at any definite arrangement with Mr. Thomas Russell for the co-operation of New Zealand in establishing the temporary service, nor had the contractors succeeded in ascertaining whether they could procure a larger and better class of steamers than was originally intended for that service.

Mr. Russell and I were fully impressed with the expediency and great importance of making the temporary service as efficient as possible. I was myself most anxious to arrange with the contractors for steamers of a larger size and a higher rate of speed, but I found that in order to secure these advantages an additional subsidy would have to be provided, and Mr. Russell was not disposed to undertake the responsibility of such an arrangement until he had received the assent of the New Zealand Government to the proposal for co-operation with New South Wales in carrying out the permanent service. He however strongly urged me to wait for this assent and not to complete any arrangement for a temporary service in the meantime. In acceding to Mr. Russell's desire, some delay has necessarily arisen in concluding with the contractors; the assent of the New Zealand Government for co-operation in the permanent service having only reached me by telegram on the 30th ultimo, two days since.

The contractors require for the performance of a temporary service between Sydney and New Zealand and San Francisco, in twenty-five days, on the basis of the permanent service, the sum of ninety thousand (£90,000) subject to a penalty of £230 15s. 4d. for every day the steamers are over time up to thirty days; in other words they require at the rate of ten thousand pounds (£10,000) per annum extra, for placing larger and quicker steamers on the line for a period of about nine months.

It is right to explain that the reason why the contractors ask more for the temporary service of twenty-five days than they will receive for the permanent service is, that at the present time the rate of charter for the particular class of vessels required is very high, and the quantity of coal they will consume will be considerably more than it is calculated the steamers will burn, which will be specially constructed for the permanent service.

Mr. Russell and I have agreed to these terms, and are now only waiting for satisfactory names to be furnished to us as to contractors and securities, without which we are determined not to complete any agreement.

I may point out that this arrangement, under the changed circumstances, will not cost the Colony so large a sum as was originally agreed to be paid for the temporary service, seeing that under that agreement the contractor was to receive £48,000 for a thirty days service between Sydney and San Francisco, while the New South Wales proportion of the cost of the new temporary service, supposing it is performed in twenty-five days by the larger and more swift vessels to be employed, will be about £45,000—and should it not be performed in less time than thirty days, the cost will not exceed £30,000.

I expect in the course of a few days that arrangements with contractors will be complete, when I shall telegraph to you, and you will in this case be in possession of full particulars before the receipt of this letter.

I have, &c.,
SAUL SAMUEL.

P.S.—I enclose copies of telegrams I have received from and despatched to you from the date of my last letter to the present time.

Acknowledged, 1/12/73.

[Enclosures.]

Telegram from Colonial Secretary, Sydney, to Hon. S. Samuel, received 5th September, 1873.

IMPORTANT to know latest. Awaiting (?) respecting mail service and emigration by sixth instant, for Governor's speech. Parliament meets on ninth.

Telegram from Hon. S. Samuel to the Colonial Secretary, Sydney, forwarded on 5th September, 1873.

* * * * *
MAIL arrangements stand as last advised, waiting confirmation by New Zealand. Cannot be changed. Colonies preserve entire control. Contractors bound to carry mails between all places and Colonies. Dunn now in Scotland arranging for larger and quicker steamers for temporary service. Every exertion being used. Takes time.

Telegram

Telegram from Hon. S. Samuel to Colonial Secretary, Sydney, forwarded 7th September, 1873.
 ARRANGEMENTS progressing for improved temporary service, commencing as required. Satisfied contractors—well backed by large steamship proprietors.

Telegram from Hon. S. Samuel to Colonial Secretary, forwarded 20th September, 1873.
 STILL waiting New Zealand confirmation. Most anxious to know how you progress. If our Parliament approves agreement. Reply.

Telegram from Hon. S. Samuel to Colonial Secretary, forwarded 23rd September, 1873.
 DISAPPOINTED—no telegram from you. Delay causing difficulty. Hope nothing has occurred as regards New Zealand. Very anxious.

Telegram from Colonial Secretary to Hon. S. Samuel, received 25th September, 1873.
 NOTHING to communicate. No news from New Zealand. Waiting for definite word from you, especially as to temporary services.

Telegram from Colonial Secretary to Hon. S. Samuel, received 30th September, 1873.
 NEW Zealand confirms agreement. In new contract be particular as to penalties and securities. Very anxious for definite advice of boats leaving for interim service. First mail ought to close here for California December sixteenth. Reply.

No. 9.

TELEGRAM from J. B. DUNN, Esq., South Audley Station, to HON. SAUL SAMUEL, London, dated 3 October, 1873.
 "We must ask your indulgence for a few days to give you the *information which you wish to telegraph to your Government."
 *MEMO.—Mr. Dunn (one of the sureties in the first contract made with Mr. H. H. Hall) was at this time being pressed by Mr. Samuel to afford full information as to the arrangements which were being made by Messrs. Hall and sureties to carry out that contract.

No. 10.

LIEUTENANT GOWLLAND, R.N., to THE POSTMASTER GENERAL.

57, Upper Gloucester Place,
 18 October, 1873.

DEAR MR. SAMUEL,
 I send you the distances from place to place on the mail route from San Francisco to Sydney, and from San Francisco to Dundin; they have been specially calculated at the Hydrographic Office of the Admiralty, I presume in connection with this route.
 The distances are as follows:—

	Knots.
San Francisco to Honolulu	2,080
Honolulu to Kandavau	2,780
Kandavau to Auckland	1,080
Auckland to Wellington	540
Wellington to Lyttleton	170
Lyttleton to Port Chalmers	195
Kandavau to Sydney	1,665

As a rule direct courses may be followed, either going or returning all the year round.
 As the commanders gain experience on the tract followed, slight deviations from the direct course may be found advantageous.

From December to March inclusive is the hurricane season in the South Pacific, between the Australian Coast and the Low Archipelago; also westerly winds, increasing at times to heavy gales, occur at this season of the year between the parallels of 10° S. and 5° N.; and the steamers should be commanded, manned, and found, so as to meet these emergencies.

Mr. Hall has rather over estimated these distances in his calculation of them.

You may, however, safely depend on the correctness of the enclosed.

I have, &c.,
 JNO. T. GOWLLAND,
 Nav. Lieut., R.N.

No. 11.

THOS. RUSSELL, Esq., LONDON, to THE HON. SAUL SAMUEL, LONDON.

Tuesday, 7 October, 1873.

DEAR SAMUEL,
 I have made inquiries about "De Bussche"—that is the name. I find as follows:—"He is a German, formerly employed in the China trade. He is largely connected with steamers. We have had many transactions with him, and consider him in every respect A1." This is from a first-class house in London, and may be relied upon. I have set on foot inquiries about Forbes.

If you mean to go away to-morrow, as I hear you wish or intend, will you let me know this evening by note, so that I may get it in the morning.

I have, &c.,
 T. RUSSELL.

I have a good account of the "Macgregor," but I propose getting an official report from a competent person upon all the vessels.

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No. 12.

TELEGRAM, dated 7 October, 1873, from THE HON. SAUL SAMUEL, LONDON, to THOS. RUSSELL, Esq., LONDON.

SHALL not leave town to-morrow. Quietly inquiring through Bank about the parties. My information is the same as yours. I hear both the "Macgregor" the "Mongol" have been chartered by Hall.

No. 13.

THE HON. SAUL SAMUEL, LONDON, to H. H. HALL, Esq., LONDON.

London, 21 October, 1873.

SIR,

In compliance with your request I have the honor to inform you that a new contract for the San Francisco Mail Service having been entered into with you and Mr. Paul S. Forbes, which cancels previous agreements with you, Messrs. William Cameron and Joseph B. Dunn are released from their responsibility under the bond executed by them on the 13th May, 1873.

I have, &c.,
SAUL SAMUEL.

No. 14.

THE HON. H. PARKES to THE HON. SAUL SAMUEL, LONDON.

Colonial Secretary's Office,

Sydney, 6 September, 1873.

SIR,

Having reference to my former letters on your mission to England and America, I now have the honor to acknowledge the due receipt of your telegraphic message of August 27, informing me of the principal conditions of an agreement made between Mr. Russell, on behalf of New Zealand, and yourself, on behalf of New South Wales, by which the two Colonies join on equal terms in the Pacific Mail Service.

2. I have already informed you by telegram that this Government confirms what you have done, and I lost no time in so informing the New Zealand Government. Copies of the telegram received from you, of mine to you in reply, of my letter to the Colonial Secretary of New Zealand on the subject, and of my telegram to the Honorable Julius Vogel in connection therewith, are enclosed.

3. I also enclose copy of a letter to the Colonial Secretary of Queensland, dated July 18th, which explains the policy for the conveyance of ocean mails, finally adopted by this Government. You will see by this communication that the question of Colonial subsidies is closed for ever, and that in respect to the mail service, for which New South Wales is primarily responsible, no reduction of the cost of contract can be looked for from the Colonies, except in the shape of postages. Whether New Zealand join as now proposed, or New South Wales continue to stand alone, this unqualified freedom of postal communication must be maintained. The Government of Victoria has followed the example of New South Wales, and has thrown open the Galle service on similar terms.

4. In respect to the United States of America, I think the authorities at Washington will not hesitate to give the same aid as is given by Great Britain. But I hold strongly to the view that both the Fiji and Hawaiian Governments ought to give specific subsidies, as their mail matter will be inconsiderable.

5. It will be necessary for you to travel over the entire route, from New York to San Francisco, in order to secure such arrangements, at all points, as will prevent miscarriages and delays. Especially we require the best arrangements made for the safe and expeditious transit of light cargo, such as book-sellers' packets; and the sooner trustworthy information can be afforded on this subject the better.

6. I enclose copies of provisional time-table and letter bill for the interim service.

I have, &c.,
HENRY PARKES.

[Enclosures.]

[Already printed and laid before Parliament in Session of 1873.]

No. 15.

THE HON. SAUL SAMUEL to THE HON. HENRY PARKES.

London, 30 October, 1873.

SIR,

I have the honor to acknowledge the receipt of your letter, dated the 6th September last, with its enclosures.

2. You will doubtless have observed that my communications to you on the subject of the San Francisco mail contract have hitherto conveyed somewhat incomplete information as regards the names of the parties who were interested with the contractor, Mr. H. H. Hall, in carrying out his *new* agreement. This incompleteness has arisen from the peculiar position in which Mr. H. H. Hall has been placed. When he left Sydney you are aware that in the contract he then held he was associated with Messrs. Dunn and Cameron. It, however, became necessary, after my arrival in London, in consequence of the successful issue of my negotiations for securing the co-operation of New Zealand, to remodel the contract—in fact to enter into a new agreement entirely. In this new agreement, which I telegraphed to you on the 27th August last, it was understood that Mr. Hall was still to be associated with Messrs. Dunn and Cameron, as well as with a large steamship proprietor here, whose name was *confidentially* mentioned by Mr. Hall. Both Mr. Russell and myself considered that in the interest of the Colonies it was of the utmost importance that the contract should be in the hands of people who would be likely to succeed in satisfactorily carrying out the service, and we took the opportunity of a new agreement being entered upon to make it a *sine qua non* that Mr. Hall should be associated with good steamship proprietors as co-contractors. To this Mr. Hall agreed, and relying upon his assurance and that of Mr. J. B. Dunn that Mr. Currie, a large steamship proprietor, had joined them, I telegraphed to you on the 27th August last " * * * Russell and self confidence in contractors' ability to carry out agreement * * * " and again on the 7th September " * * * satisfied contractors well backed by large steamship proprietors * * * "

I was not in a position to take proper measures to require Mr. Hall to *formally* submit the name of the steamship proprietor alluded to until the approval of the New Zealand Government to the proposal for co-operation reached here. This did not arrive until the 30th September, but in the interim between the 27th August and that date, I was constantly personally urging Mr. Hall to have his arrangements so far complete as to be able formally to submit them immediately the assent of the New Zealand Government came to hand, in order that the new contract agreement and bond might be prepared and executed without delay. Finding, however, that Mr. Hall was not in a position on the 30th September to submit the required name, and that time was elapsing, Mr. Russell and I decided to give him formal notice that, unless he submitted the names of the contractors within a given time, we would proceed to make other arrangements for the performance of the service. I enclose for your information a copy of the letter, dated the 6th October, which Mr. Russell and myself jointly addressed to Mr. Hall. The result of this action on our part was that we were immediately informed that Messrs. Dunn and Cameron had relinquished their position as the associates of Mr. Hall, and that the large steamship proprietor in question had declined to enter into the contract on the terms they proposed to him.

Letter to Mr. Hall, dated 6th Oct., 1873.

Copy of Mr. Hall's letter, dated 6th Oct., 1873.

Mr. Hall in this state of affairs was fortunately able at once to obtain the co-operation of Mr. Paul, S. Forbes, of the firm of Messrs. Russell and Company, China, who is largely interested in steamers, and who I am authoritatively informed is of means amply sufficient to ensure that the contract will be carried out.

Mr. E. M. de Bussehe, a gentleman who is also a large steamship proprietor, has an interest in the contract and has agreed to become security to the extent of £25,000 for the due performance of it, in conjunction with some other satisfactory surety yet to be named.

It will be understood from this that in the new contract for both the temporary and permanent services, Messrs. Hall and Forbes are the contractors.

Telegram 11th October, 1873.

A preliminary agreement was signed on the 10th instant by Messrs. Hall, Forbes, de Bussehe, Russell, and myself, as intimated in my telegram to you of the 11th instant, copy of which I forward herewith.

Messrs. Peachey & Lloyd, the legal advisers of the New South Wales Government, and Mr. John Mackrell, the legal adviser of the New Zealand Government, have drafted the formal contract agreements which have already been approved of by Mr. Russell and myself, and they are now in the hands of the contractors. I shall by next mail, I trust, be able to forward to you copies of these documents.

I shall now give you some particulars of the arrangements which I am informed have been made by the contractors for carrying on the service.

As regards the *interim service*, the steamers "Macgregor," "Tartar," "Mongol," and "Mikado," have been chartered. The first three are vessels over 2,000 tons gross, and the last named is a vessel of 3,030 tons gross. They are all new ships, fitted with compound engines, and capable of attaining a good rate of speed. It is expected they will perform the interim service at the average steaming rate of eleven knots per hour.

The "Macgregor" is now at Hongkong, and will shortly leave there for Sydney, to arrive in time to commence the service on the 20th December next. The "Tartar" is now on her way to Hong Kong, and will proceed thence to the Colonies in time to take her place on the line. The "Mongol" will leave here for New Zealand, and the "Mikado" will be despatched from Hong Kong for Sydney about the 10th January next in due time to take up her position in the service.

In reference to the *permanent service* the contractors have agreed with Messrs. John Elder & Co., of Glasgow, for the building of two steamships, to be ready about October next, of the following dimensions, viz.:—Length, 350 feet; beam, 37½ feet; depth of hold, 27½ feet; gross tonnage, 2,780; with midship accommodation for passengers.

Two other vessels of the undermentioned dimensions, viz.:—Length, 360 feet; beam, 38 feet; depth of hold, 28½ feet; gross tonnage, 3,130—will be built by Messrs. J. Lang and — Hawthorne, of Sunderland.

The contractors appear to be very sanguine as to the accomplishment of an average rate of speed of twelve knots per hour with the steamers which will be specially built for the permanent service, notwithstanding contrary opinions which have been expressed by persons who profess to understand steam navigation. As, however, the contractors will only be paid according to the speed they *do* attain, they will have a strong inducement to make the voyages in the shortest time possible.

Under all the circumstances of difficulty by which this matter has been surrounded, and the anxiety which it has occasioned both to myself and Mr. Russell, I think the arrangements which have now been made will secure to the Colonies a far more efficient mail service than was at first contemplated.

3. I have had a personal interview with the Secretary of the London Post Office in reference to the forwarding of correspondence to the non-contributing Australasian Colonies, marked for transmission by way of San Francisco, and have been informed that, under the instructions contained in the telegram, dated 16th May, 1873, from the Secretary of State for the Colonies to their Excellencies the Governors of the various Australasian Colonies, it is doubtful whether the Imperial Post Office can forward such correspondence (though it may be specially marked by the senders for transmission by way of San Francisco) unless the *consent of the Colony* to which the correspondence belongs is first obtained, and that it must also be a matter of agreement between the Colonies that the outward British postage shall be credited respectively to the Colony or Colonies which contribute to the several mail services. The object of this policy would appear to be to prevent one Colony over-reaching another in the matter of postages, in the event of one route becoming more popular than another.

It is not clear from your telegram of the 28th August last whether the policy of New South Wales is to convey letters, &c., for the non-contributing Colonies on to destination *free of charge*, provided the British outward postage is allowed thereon,—in other words, whether the cost of the necessary branch connecting services between Sydney and the various non-contributing Colonies is to be borne by New South Wales and New Zealand or by the non-contributing Colonies themselves. I am also required to state whether such correspondence will be *delivered to the owners* without further charge being made for the cost of local transit. In order to be fully informed on this matter, I have this day sent a telegram to you, copy of which is annexed hereto.

Letter dated 28 October.

I forward for your information a copy of a communication, dated the 28th instant, which I addressed to the Right Honorable the Secretary of State for the Colonies, and have to remark, in reference thereto, that

that I have since been in personal communication with the Colonial Office, and I apprehend that on receipt at that office of a clear indication of the policy of the Governments of Victoria and Queensland, there will be no difficulty in perfecting arrangements here for the transmission of the correspondence of each Colony according to the route which may be marked thereon by the senders, and for giving the outward British postage to the Colony or Colonies contributing to the service by which the letters, &c., may be conveyed.

4. The time-table for the interim service which you furnish with your letter of the 6th September last, does not appear to be the one best calculated to meet the interests of New South Wales. The departures from Sydney being based on the 16th December will shut out replies from Melbourne, as the Galle steamer will probably arrive at Melbourne on the days fixed for the departure of the San Francisco mail from Sydney. To rectify this, it has been suggested that the 20th December would be the better day with the return mail to leave London about the 15th of January. The matter of a suitable time-table will, however, be fully considered by Mr. Russell and myself after consultation with the London postal authorities, and you will be informed of the result of deliberations by telegram. I find that there are many points to consider in connection with this time-table, some apparently of minor importance—for instance, there is an objection here to Saturday, the day fixed by you for closing the mail in London, for the reason that it will interfere with the half-holiday observed here by the mercantile community; but which will actually largely influence on this side the popularity of the San Francisco Service as a mail route.

Should now be recorded.—JOHN R., 7/4/75.

I have, &c.,
SAUL SAMUEL.

[Enclosure 1.]

Messrs. Saul Samuel and Thomas Russell to H. H. Hall, Esq.

London, 6 October, 1873.

Sir,

We feel very much annoyed by the continual delay we meet in having the contract for the San Francisco Mail Service put in writing, and signed by the several contracting parties. When the telegrams were despatched to Sydney and New Zealand on the 27th August last, and subsequently, you gave us highly satisfactory names as parties holding a larger interest in the contract,—for example, Mr. Donald Currie as holding one half of it—and subsequently several other satisfactory names were given to us by you as associates and co-contractors.

We feel in duty bound now to bring this matter to an issue, and we think (having regard to the long time you have had since the 27th August last, and to the many interviews we have had with you since, urging a completion of the arrangements) that you should definitely submit to us the names of the contractors for our approval by Wednesday next, at 10 a.m. We will wait until that time, but if you fail to do so then, we shall proceed to make other arrangements for the service.

We regret having to write thus, but you must see we have no alternative, as time is rapidly passing.

We have, &c.,
SAUL SAMUEL.
THOMAS RUSSELL.

[Enclosure 2.]

H. H. Hall, Esq., to The Hon. Saul Samuel.

London, 6 October, 1873.

Sir,

Your letter of October 6th is now before me. I beg to submit the following names,—Paul S. Forbes, of the firm of Russell & Co., in China, and Mr. De Bussche, of London, a large steamship proprietor, as gentlemen who will associate themselves in the new mail contract with myself. I leave London to-night for Leith, to close charter for the "Macgregor." The "Tartar" and "Mongol" I have secured. I will endeavour to return on Wednesday morning.

I remain, &c.,
H. H. HALL.

[Enclosure 3.]

10 October, 1873.

Memo. of conversation and arrangement relative to the new San Francisco Service.

Present:—Mr. Samuel, Mr. Russell, Mr. Forbes, Mr. de Bussche, Mr. Hall, Mr. Dalgarno.

The service for six years, beginning one year from signing the contract.

The speed to be twelve (12) knots.

Forty-eight hours allowed for stoppage at Honolulu and Kandavau between San Francisco and time of departure from Fiji, and same time on upward voyage.

The boats are to be specially built for this service (four in number), to be ready within twelve months from signing contract, to be of 2,500 tons gross register. Plans of vessels to be subject to approval of the Representatives of the Governments of New South Wales and New Zealand, Mr. Samuel and Mr. Russell. Route to be from and to Sydney and San Francisco, *via* Kandavan in Fiji, and to and from Port Chalmers and San Francisco, *via* Lyttleton, Wellington, Auckland, and Kandavau, calling off Napier each way, the boats from Sydney and from Port Chalmers alternately to proceed through to San Francisco, and the boats from San Francisco alternately to proceed through to Port Chalmers and to Sydney; transhipments to be made at Kandavau.

Time-table for the New Zealand coast to be arranged by Mr. Russell and Mr. Hall, and for New South Wales by Mr. Samuel and Mr. Hall.

Subsidies:—The contractors to have all subsidies, except those from the British Government and the Australasian Colonies. New South Wales and New Zealand each to pay (£40,000) forty thousand pounds.

Penalties:—

Penalties:—For the permanent twelve-knot service the Colonies agree to pay the contractors the sum of eighty thousand pounds (£80,000) per annum, as before expressed, and for all default in speed below the twelve knots there shall be made deductions from the subsidy in proportion to the diminished speed; the rule to be employed in ascertaining the deduction, viz., £80,000, being taken as the price for twelve-knot speed, and £60,000 for ten-knot speed, the sum to be deducted shall be fixed in the proportion which the speed attained shall bear to these two sums: the rate per hour for delay shall be calculated by this rule and expressed in the contract. The penalty for diminished speed below ten knots to be (£2) two pounds per hour.

The contractors to be Messrs. Hall and Forbes. Security by bond to be given for £25,000.

Mr. De Bussche to be one of the bondsmen, and another to be provided to the satisfaction of Messrs. Samuel and Russell.

All the usual clauses in mail contracts to be inserted in the contract.

A contract upon this basis to be drawn up and signed by the contracting parties.

PAUL S. FORBES.
H. H. HALL.
E. M. DE BUSSCHE.
SAUL SAMUEL.
THOMAS RUSSELL.

10 October, 1873.

Memo. relative to Temporary Service.

Same contractors as in other service.

Four steamships to be employed of upwards of 2,000 tons gross register, full power; vessels to be approved of by Messrs. Samuel and Russell. Route same as in permanent service. For a period ending on the date fixed for commencement of the permanent service. The service to be commenced by the despatch of the "Macgregor" from Sydney, not later than 20th December, 1873.

Time-table to be fixed by Messrs. Hall, Samuel, and Russell.

For the temporary service the Colonies agree to pay the contractors in proportion to the speed with which that service is to be performed on the following basis, a ten-knot service being the minimum speed allowed, is to be paid for at the rate of £60,000 per annum (under penalty of £2 for every hour's delay), for an eleven-knot service £75,000 per annum, and for a twelve (12) knot service £90,000 and no more, and the intermediate speed attained shall be paid for in the proportion which it shall bear to the sums above expressed, the premiums for speed above (10) ten knots in the proportions above specified are to be ascertained, and to be reduced to a rule and inserted in the contract.

The Colonies of New South Wales and New Zealand collect contributions from Imperial Government and Australasian Colonies as in permanent service, and the contractors have all other subsidies and contributions as in permanent service.

P. S. FORBES.
H. H. HALL.
E. M. DE BUSSCHE.
SAUL SAMUEL.
THOMAS RUSSELL.

Telegram from Colonial Secretary to Hon. Saul Samuel, dated 10 October, 1873.

On eleventh August I asked for positive information on Temporary Service. When shall I be informed? Delay very embarrassing.

[Enclosure 4.]

Telegram from Hon. Saul Samuel to Colonial Secretary, dated 11 October, 1873.

HAVE had great difficulties. Russell and self only just got preliminary agreement signed for both services. Permanent service stands as advised telegram twenty-seventh August, except that fresh and good men are now associated with Hall, who give sureties for twenty-five thousand. Temporary service to be performed by steamers over two thousand tons gross. Best and fastest steamers to be got have been employed. To be paid for as follows:—At rate sixty thousand per annum for ten knots (penalty two pounds for every hour's delay), and for eleven knots, seventy-five thousand, and further premiums for increased speed if attained. Service will probably be eleven knots. Have had to pay higher proportionate rate for speed, owing to difficulty procuring suitable vessels for such short term of contract, loss of time sending them out and bringing them back. Steamers secured, "Macgregor," now near Hong Kong, will be in Sydney, fifth December, to leave Sydney twentieth December. "Tartar," now on voyage to China, will be in Sydney for second boat. "Mongol," new steamer, ready for sea in five weeks. Fourth boat not yet named. Temporary service to continue only about nine months, when permanent service will commence. Instructions have been given to solicitor to prepare contract. Have had most anxious task. Be assured Russell and self will insist on proper provision for efficient service. Could not telegraph before, as we have been unable, until now, to get satisfactory arrangements concluded with contractors. Like to know feeling of Parliament.

Telegram from Colonial Secretary to Hon. Saul Samuel, dated 16 October, 1873.

* * * * *
Resolutions approving of Postal Agreement, before Parliament, will be carried by large majority. Dissatisfied with penalties for Temporary Service. * * *

Telegram from Hon. Saul Samuel to Colonial Secretary, dated 17th October, 1873.

TELEGRAM relative to Temporary Service misunderstood. Conditions same as Permanent Service, except ninety thousand instead of eighty, if twelve knots attained—proportionate reduction for less speed to ten knots, not likely to exceed eleven, which will be seventy-five thousand. * * *

Telegram

Telegram from Colonial Secretary to Hon. Saul Samuel, dated 18 October, 1873.

RESOLUTION approving action of Government, on Galle Service, and of San Francisco Agreement, carried by thirty-eight to eight.

Telegram from Hon. Saul Samuel to Colonial Secretary, dated 30 October, 1873.

If English Government give outward postages on letters addressed to other Colonies, *via* Frisco, do you bear cost of transit to destination from Sydney, and do Victoria and Queensland do likewise? If not, how are letters to be conveyed to destination? Your communications not clear. Necessary I be informed quickly if there is agreement between Colonies that letters specially marked will be forwarded to destination. "Mikado," three thousand tons, fourth boat for Temporary Service.

[Enclosure 5.]

The Hon. Saul Samuel to The Right Honorable the Secretary of State for the Colonies.

London, 28 October, 1873.

My Lord,

With reference to the interview on the subject I had with your Lordship on the 14th August last, I do myself the honor to acquaint you that the Governments of the Colonies of New South Wales and New Zealand, with the view of establishing steam postal communication with Great Britain by way of San Francisco, have jointly entered into a contract for the performance of a mail service once in every four weeks between San Francisco and those Colonies, relying upon the offer of the Imperial Government to convey the mails to and from San Francisco, free of charge, besides paying to each Colony contributing to the service the postage received on outward correspondence conveyed by such route, less the inland British postage.

2. The mail service between the Colonies of New South Wales and New Zealand and San Francisco will commence by the dispatch of a packet from the Colonies about the 20th December next, and from San Francisco for the Colonies by the dispatch of a packet on or about the 27th January next.

3. New South Wales and New Zealand are the only Colonies which have agreed to pay a fixed contribution to the subsidy to be paid for the performance of this mail service; but it has been decided by the Governments of these Colonies to convey correspondence—which may be specially marked by the senders for transmission by way of San Francisco—from the United Kingdom to the non-contributing Australasian Colonies, provided that the Imperial Government will pay to New South Wales and New Zealand, to be equally divided between them, the ordinary outward postage on such correspondence, less the inland British postage. In like manner, correspondence for the United Kingdom, from the non-contributing Australasian Colonies, will be conveyed by this route by arrangement with such Colonies for the payment to New South Wales and New Zealand of the postage on such correspondence.

4. I am informed that the same policy will be followed by the Victorian Government in regard to the conveyance of correspondence to and from those Colonies that do not contribute to the subsidy to be paid for the mail service between Melbourne and Point de Galle—a contract for which has been entered into by that Government; and that a similar course will be pursued by the Queensland Government with reference to the mail service about to be established between Brisbane and Singapore, *via* Torres Straits.

5. As it is very desirable that the necessary details of postal arrangements between Great Britain and the Colony of New South Wales may be speedily completed, I shall feel obliged if your Lordship will cause the London postal authorities to be informed of the intended establishment of a mail packet service between San Francisco and Sydney, and of the policy of the New South Wales and New Zealand Governments in reference to the conveyance of correspondence by this route to and from the non-contributing Colonies, *viz.* :—Victoria, Queensland, South Australia, Western Australia, and Tasmania.

6. As the bulk of correspondence to and from New South Wales will be conveyed by the new route, it is a matter of the utmost importance that the postal arrangements for the conveyance of mails between San Francisco and London should be so complete as to ensure that no unnecessary detention shall occur on that portion of the route. I beg, therefore, that such action may be taken as will secure to this Colony the transmission of its mails in the shortest time possible.

I have, &c.,
SAUL SAMUEL,
Postmaster General of New South Wales.

No. 16.

THE HON. HENRY PARKES TO THE HON. SAUL SAMUEL.

Colonial Secretary's Office,
Sydney, 6 October, 1873.

SIR,

By the mail leaving to-morrow I forward to you six copies of "Papers relating to Ocean Mail Communication," laid upon the Table of the Legislative Assembly on the 3rd instant. These papers will fully inform you of the course of events here, and the steps adopted by the Government with regard to the mail services between the Australasian Colonies and Great Britain.

2. I do not know that I have anything to add to the printed documents. The Government is somewhat disappointed that no definite communication has been received to enable the Post Office here to notify positively when the new service between Sydney and San Francisco will commence. It is now a considerable time since you and the contractors arrived in England, and if matters were in the state of preparation represented to me by Mr. Hall, I cannot understand why I have not been informed as to the probable date of steamer leaving to take up the interim service.

3. Resolutions approving of the steps adopted by the Government, and of the contract made, will be moved in the Legislative Assembly on the 8th instant, which I make no doubt will be carried. I enclose copies of these resolutions.

I have, &c.,
HENRY PARKES.

Resolutions

Resolutions referred to.

Wednesday, 8 October, 1873.

1. MR. PARKES to move,—

- (1.) That this House approves of the course adopted by the Government in respect to the mail service between Australia and Great Britain, *viâ* Galle.
- (2.) That this House approves of the agreement made by the Government with the Government of New Zealand for the establishment and maintenance of a Mail Service between Sydney and Great Britain, *viâ* San Francisco.
- (3.) That the foregoing Resolutions be transmitted by Address to His Excellency the Governor.

No. 17.

THE HON. SAUL SAMUEL, LONDON, to DONALD LARNACH, ESQ., MANAGER, BANK OF NEW SOUTH WALES, LONDON.

39, Halfmoon-street,
27 November, 1873.

MY DEAR MR. LARNACH,

Edward Cunningham, of Boston, a member of the firm of Russell & Co., of China, has been named as one of the sureties for our Pacific Mail Contract. The bond is for £25,000. Will you kindly ascertain for me if he is sufficient security for that amount. The men associated with him are Paul S. Forbes and E. M. de Bussche. I am very anxious to know to-day (if possible). Will you telegraph a reply to me here, and oblige,—

Yours truly,
SAUL SAMUEL.

Memo.—For Mr. Larnach's reply, see enclosure in No. 19.

No. 18.

TELEGRAM FROM THOS. RUSSELL, ESQ., LONDON, to THE HON. SAUL SAMUEL, LONDON, dated 27 November, 1873.

HAVE you letter from Admiralty Solicitor? If so, please let me see it—I have not seen it. Have received good opinions of Cunningham, and authorize Mackrell to accept him for my part.

No. 19.

THE HON. SAUL SAMUEL to THE HON. HENRY PARKES.

London, 27 November, 1873.

SIR,

Your despatch, dated the 6th October last, with copies of the "Papers relating to Ocean Mail Communication," laid upon the Table of the Assembly on the 3rd October, 1873, reached me on the 24th instant.

2. In reply to the second paragraph of your despatch, above quoted, I have merely to refer you to my telegrams of the 11th October last, and to my letter of the 30th of the same month, which fully explain why you did not receive, so soon as you expected it would be furnished, the necessary definite information to enable the Post Office to notify positively when the service between Sydney and San Francisco would commence.

3. I am glad to be able by this mail to send you under registered cover,—

- (1.) Contract agreement for temporary service.
- (2.) Contract agreement for permanent service.
- (3.) Copy of bond.

These documents have only been executed this day, after much discussion and labour. The contract agreements have been signed in duplicate for each Colony. The other copy, with the *original* bond, I will deposit for safe custody in the Bank of New South Wales here.

I enclose for your information a copy of a very satisfactory confidential communication, dated to-day, I have received from Mr. D. Larnach, Managing Director of the Bank of New South Wales, London, relative to Mr. Edward Cunningham, of Boston, who has been accepted as one of the sureties.

The contracts have been most carefully prepared under the advice of counsel, and have been pronounced by the solicitor of the London Post Office to be "admirably well drawn." (*Vide* copy of letter of Secretary of Post Office, London, dated 6th November, herewith).

You will see that a 12-knot service is made the essence of the permanent contract, with power to determine for continual breach, while contractors are only to be paid according to the speed they accomplish. Mr. Russell and I thought that the mode of payment, as explained in the Schedule, was preferable to the infliction of penalties for delay, which are in practice scarcely ever enforced.

4. I enclose time-table for the new service, which has been prepared after consultation with the postal authorities here, with Mr. Russell and Mr. John Hall on the part of the Postmaster General of New Zealand, and with Mr. H. H. Hall on the part of the contractors. It will be seen that this time-table provides for the commencement of the service at Sydney on the 20th December next, and at London on the 13th January, 1874. The advantages of this table as regards intervals for replies and alternation with the Suez service will be apparent on examination. In the time-table which you furnished, the day of departure from London is fixed for Saturday. The London post office authorities, however, strongly objected to that day, and urged that it would tend to make the service unpopular here if it were retained. It therefore became necessary to choose one of the two other days, *viz.*, Tuesday or Thursday, upon which *subsidised* steamers leave for America, and under all circumstances Tuesday was considered the most convenient day. I may mention that great doubt is expressed by the London post office as to the accomplishment of the transit between Great Britain and San Francisco in eighteen days. The mails have on some occasions been conveyed in that period, but the average time which the San Francisco mails to and from London occupy is between nineteen and twenty days. The time is, however, so arranged in the

temporary

temporary time-table that if a greater speed than 10 knots is attained by the contract steamers a longer time than eighteen days can be occupied between San Francisco and London, without interfering with the dates of arrival, as mentioned in the time-table. By fixing the day of departure from Sydney on the 20th December the contractors are enabled to make convenient connections at Kandavau, where the outward and homeward steamers will meet about the same day. In the time-table which you furnished it was of course not necessary to provide for this, as New Zealand had not joined in the service when it was prepared. I need only add on this subject that I shall do my utmost to secure the most perfect arrangements for the speedy transit of mails throughout the entire route.

5. In the third paragraph of my letter of the 30th ultimo I intimated to you the difficulty that was likely to arise here in regard to the transmission of "specially marked" correspondence for Victoria, Queensland, and the other non-contributing Colonies by the San Francisco route. I forwarded to you, with my letter, a copy of a communication I addressed to the Right Honorable the Secretary of State for the Colonies, containing an offer to convey by the San Francisco Service the correspondence for the non-contributing Colonies, provided the outward postage thereon, less the British inland rate, was credited by the Imperial Post Office to New South Wales and New Zealand. In reply to this Lord Kimberley has informed me (copy of Colonial office letter, dated 5th November, 1873, herewith) of the nature of the Victorian policy, which differs from the proposal made by me, inasmuch as it provides that the Imperial Government shall in regard to the Suez-Galle Service credit the non-contributing Colonies with the outward British postage, just as if they were contributors to the service, leaving the adjustment of accounts to be made between Victoria and the Colonies concerned. In this adjustment it would appear that a higher rate on correspondence would have to be accounted for than the amount of outward postage allowed by the Imperial Post Office. I communicated the Victorian policy to you in my telegram of the 12th instant (copy herewith), and requested to be informed whether the policy of the New South Wales and Queensland Governments was the same as that of Victoria. I regret that your reply, which reached me by wire on the 19th instant, does not furnish me with the information I require to enable me to deal with the matter in a satisfactory manner. I have therefore telegraphed to you for further information (copy of telegram, dated 22nd November, 1873, enclosed).

The London postal authorities, as you will see by the copies of correspondence on the subject, which I forward to you herewith, were urging me to lay down some rules for the transmission of New South Wales correspondence, and the difficulty I experienced in complying with their request was this; that while, in your despatches to me, you in general terms express that it is the policy of the New South Wales Government to carry letters for the postages, you do not define the details of that policy, nor do you in any way intimate for my guidance whether, while you consent to carry correspondence *viâ* San Francisco for the non-contributing Colonies, you also consent to permit correspondence for New South Wales being sent, when specially so marked, by way of Point de Galle or Singapore. No doubt you did not contemplate that the Imperial Government would adopt a policy which is a departure from the usual postal practice of forwarding correspondence according to the express directions of the senders. The Secretary of the Post Office here personally informed me that the Queensland Government had instructed that all correspondence for that Colony should be sent *viâ* Singapore, whether marked by the senders for transmission by any other route or not; and also, that the Victorian Government merely intimated that it was willing to convey by the Suez and Galle line correspondence for the non-contributing Colonies, but expressed no consent that correspondence addressed to Victoria, specially marked for transmission by other than the Galle route, should be sent as marked, and that, consequently, the London postal authorities would determine to send all correspondence for Victoria by the Galle service, whether otherwise marked or not. The New Zealand Government have instructed that correspondence for that Colony, not specially marked by other routes, shall be sent *viâ* San Francisco, and this policy will doubtless be the more popular one. The desire of the senders should in my opinion have the first attention. But considering the fact that under the policy of the Imperial Post Office the San Francisco mail service would not derive any benefit from Victorian or Queensland correspondence, and considering moreover the popularity here of the mail communication with Australia by way of Suez, which might lead to a large portion of the New South Wales correspondence being for some time marked to be sent that way, I deemed it prudent, pending further instructions, to direct that the whole of the New South Wales correspondence be sent *viâ* San Francisco. I trust, however, that the Governments of the various contracting Colonies will soon come to an agreement for a perfect reciprocation of advantages of the respective routes *viâ* San Francisco, *viâ* Galle, and *viâ* Singapore, when I feel sure that all difficulties on this side will be removed.

6. I transmit for your information a copy of a letter, dated the 25th November, 1873, which I addressed to the Secretary of State for the Colonies, asking for a subsidy from Her Majesty's Government towards the San Francisco Mail Service, in consideration of the special advantages which accrue to the British community from the opening up of direct communication with Honolulu, Fiji, and the islands of the Pacific.

7. I have only to add, in conclusion, that the contractors have chartered the "Cypherenes," a steamship of over 2,000 tons, for the temporary service. This vessel will shortly leave here for Sydney, and will probably relieve one of the other boats.

I have, &c.,
SAUL SAMUEL.

[Enclosures.]

D. Larnach, Esq., to The Honorable Saul Samuel.
Bank of New South Wales, Old Broad-street,
London, 27 November, 1873, 1.45 p.m.

My dear Mr. Samuel,

I have kept your messenger in order that I might make full inquiry as to Mr. Edward Cunningham, of Boston.

I am happy to say that he is a gentleman of large fortune, and that you are perfectly safe with him.

I may again report that Mr. Paul Forbes is also very good, though not so rich a man as Cunningham.

I send this at once that you may act without any loss of time.

Yours, &c.,
D. LARNACH.

The

The Secretary General, Post Office, London, as to Contracts.

General Post Office,
London, 6 November, 1873.

Sir,

I beg to inform you that in compliance with your request the draft contracts for a mail service by steam vessels between San Francisco, Sydney, and Port Chalmers, which you transmitted me on the 31st ultimo, have been carefully examined by the solicitor of this department, and by other officers conversant with the details of Mail Packet Contracts, and that the examination has not given rise to any observations. The solicitor states that in his opinion the contracts appear to be admirably well drawn.

I am, &c.,
WM. JAS. PAGE.

The Hon. Saul Samuel to The Secretary, General Post Office, London.

London, 27 November, 1873.

Sir,

With reference to previous correspondence relating to the establishment of a mail service between Great Britain and New South Wales and New Zealand by way of San Francisco, I have the honor to forward, for the guidance of your department, the time-table for the service in question, to commence on this side with the despatch of mails from London on the evening of Tuesday, the 13th January next.

You will observe that the number of days allowed between London and San Francisco is eighteen, that being the minimum time in which it has been ascertained mails have hitherto been conveyed between those places. The packet will be ready at San Francisco to embark the mails on the eighteenth day after their leaving London. The contract agreement however provides that the packet shall wait at San Francisco for a period not exceeding seven days in the event of the mails from Great Britain, through some unavoidable delay, not reaching San Francisco on the date named in the time-table for departure of the packet.

I have, &c.,
SAUL SAMUEL.
Postmaster General of New South Wales.

TIME-TABLE for the Mail Service between Great Britain, New South Wales, and New Zealand, by way of San Francisco, Honolulu, and Kandavau.

Approved by the Postmasters General of New South Wales and New Zealand, on the 27th November, 1873.

OUTWARD ROUTE.						
Leave:		Arrive at				
London.	San Francisco.	Honolulu.	Kandavau.	Auckland.	Port Chalmers.	Sydney.
Tuesday 1874	Saturday* 1874	About Monday 1874	About Saturday 1874	Friday 1874	Thursday 1874	Monday 1874
13 January	31 January	9 February	21 February	27 February	6 March	2 March
10 February	28 February	9 March	21 March	27 March	2 April	30 March
10 March	28 March	6 April	18 April	24 April	30 April	27 April
7 April	25 April	4 May	16 May	22 May	28 May	25 May
5 May	23 May	1 June	13 June	19 June	25 June	22 June
2 June	20 June	29 June	11 July	17 July	23 July	20 July
30 June	18 July	27 July	8 August	14 August	20 August	17 August
28 July	15 August	24 August	5 September	11 September	17 September	14 September
25 August	12 September	21 September	3 October	9 October	15 October	12 October
22 September	10 October	19 October	31 October	6 November	12 November	9 November
20 October	7 November	16 November	28 November	4 December 1875	10 December 1875	7 December 1875
17 November	5 December	14 December	26 December	1 January	7 January	4 January

* Or immediately on arrival of London Mail at San Francisco.

HOMEWARD ROUTE.						
Leave			Arrive at			
Sydney.	Port Chalmers.	Auckland.	Kandavau.	Honolulu.	San Francisco.	London.
Saturday 1873	Tuesday 1873	Monday 1873	About Saturday 1873	About Thursday 1874	Monday 1874	Friday 1874
20 December 1874	16 December 1874	22 December 1874	27 December 1874	8 January	19 January	6 February
17 January	13 January	19 January	24 January	5 February	16 February	6 March
14 February	10 February	16 February	21 February	5 March	16 March	3 April
14 March	10 March	16 March	21 March	2 April	13 April	1 May
11 April	7 April	13 April	18 April	30 April	11 May	29 May
9 May	5 May	11 May	16 May	23 May	8 June	26 June
6 June	2 June	8 June	13 June	23 June	6 July	24 July
4 July	30 June	6 July	11 July	23 July	3 August	21 August
1 August	28 July	3 August	8 August	20 August	31 August	18 September
29 August	25 August	31 August	5 September	17 September	28 September	16 October
26 September	22 September	28 September	3 October	15 October	26 October	13 November

R.

R. H. Meade, Esq., to The Hon. Saul Samuel.

Downing-street,
5 November, 1873.

Sir,

With reference to your letter of the 28th of October, I am directed by the Earl of Kimberley to transmit to you, for your information, a copy of a despatch from the Governor of Victoria, enclosing a ministerial memorandum setting forth the offer made by the Government of that Colony concerning the conveyance of the mails of the other Australasian Colonies between Melbourne and Point de Galle. No. 73. 8th September, 1873.

I am, &c.,

R. H. MEADE.

Governor Sir G. Bowen to The Earl of Kimberley.

(No. 73.)

Melbourne, Victoria,
8 September, 1873.

My Lord,

Adverting to my despatch (No. 57) of the 12th August ultimo, and to previous correspondence on the same subject, I have the honor to transmit herewith the enclosed ministerial memorandum, setting forth the offer made by the Government of Victoria concerning the conveyance of the mails of the other Australasian Colonies between Melbourne and Point de Galle. 8th September, 1873.

I have, &c.,

G. F. BOWEN.

Memorandum for His Excellency the Governor.

ADVERTING to the memorandum I had the honor of addressing to your Excellency on the 16th June last, in which I enclosed, for transmission to the Right Honorable the Secretary of State for the Colonies, a copy of the contract with the Peninsular and Oriental Steam Navigation Company for the conveyance of the mails between Melbourne and Point de Galle, from 1st January, 1874, and in which I stated that the other Australian Colonies and New Zealand had been invited to participate in the contract on the basis of the agreement entered into at the Conference held at Sydney in January last, but that, unless all the Colonies consented to the proposed arrangement some modification of the conclusion arrived at by the Conference would be necessary,—I have now the honor to inform your Excellency that the Governments of New South Wales and Queensland having entered into engagements for the carriage of their mails *via* San Francisco and *via* Torres Straits respectively, and having declined the proposal of your Excellency's advisers that the Colonies should in combination contribute towards the new Point de Galle Service in proportion to the number of letters forwarded by this route, the whole subject has been reconsidered, and an offer has been made by the Honorable Chief Secretary to the Governments of New South Wales, South Australia, Queensland, Western Australia, Tasmania, and New Zealand, to convey the mails of those Colonies between Melbourne and Point de Galle, in consideration of the payment in full to Victoria of the postage collected inwards and outwards on letters, packets, and newspapers, at the following rates, viz.:—

Letters.

For every $\frac{1}{2}$ oz., or fraction of $\frac{1}{2}$ oz.	d.	6
--	----	---

Packets.

Not exceeding 1 oz.	1
Exceeding 1 oz. and not exceeding 2 oz.	2
For every additional 2 oz., or fraction of 2 oz. after the first 2 oz.	2

Newspapers.

Each	1
-------------	---

The Colonies to provide at their own cost for their Branch Services, and to receive from and pay to the Imperial Government all postages collected in England, and charges for transit beyond Point de Galle.

In the case of South Australia it has been decided that that Colony should contribute, in addition to the postages, £5,000 per annum for the stoppage at Glenelg, the cost of which has been estimated by the contractors at £10,000 per annum.

In conclusion, I have the honor to request that your Excellency will be pleased to communicate the foregoing particulars to Her Majesty's Government in England by the earliest convenient opportunity.

E. LANGTON,

8/9/73.

Telegram from The Hon. Saul Samuel to Colonial Secretary, dated 31 October, 1873.

"MACGREGOR" left Hong Kong for Sydney *via* Batavia, yesterday. "Mongol" leaves London 12 December, for Dunedin, with emigrants.

Telegram from Hon. Saul Samuel to Colonial Secretary, dated 22 November, 1873.

Your telegram does not reply fully to my inquiries. Post Office here will not forward letters for other Colonies *via* 'Frisco, without consent of Colonies to which letters may be addressed although specially marked—same with lines *via* Galle and Singapore. Queensland directs that all letters addressed to that Colony, whether specially marked by another route or not, shall be sent by her line only. New Zealand has requested that her letters, unless otherwise specially marked, be sent *via* 'Frisco. Victoria is silent, her letters will consequently be sent *via* Galle, whether marked by another route or not. Under circumstances, until further instructed by you, I have directed all letters for us to be sent *via* 'Frisco. Do you consent that our letters, if specially marked *via* Galle or *via* Singapore shall be sent as marked by senders? This question must be answered yes or no. Reply quickly, important proper notice shall be given. Policy of carrying letters for postages cannot be carried out without agreement amongst Colonies, unless Government here can be induced to alter present determination. I urge agreement if possible.

Telegram

Telegram from the Colonial Secretary to Hon. Saul Samuel, dated November 18, 1873, *via* Falmouth.
 HAVE delayed reply to message until arrival of mail. We purpose delivering mails *via* San Francisco, Melbourne, and Brisbane, without charging extra postage, but have not yet arranged detail with New Zealand. * * * * *
 Received your letter of October 2nd this morning. When shall we receive contract? Who are associated with Hall?

The Secretary, General Post Office, London, to Saul Samuel, Esq.
 General Post Office, London,
 18 November, 1873.

Sir,

The Postmaster General has received from the Treasury a copy of the letter which you addressed to the Colonial Office on the 28th ultimo, relative to the mail service about to be established to and from San Francisco, under a contract entered into by the Governments of New South Wales and New Zealand jointly.

The Treasury have, at the same time, transmitted a copy of a letter addressed to the Colonial Office, by the Agent General of New Zealand, on the same subject.

In this letter Dr. Featherston states that it is the wish of the New Zealand Government that all correspondence for the Colony should be sent *via* San Francisco, if not specially directed to be otherwise sent, but that, when so directed, it should be forwarded according to such special direction.

As your letter to the Colonial Office does not state what rules should be laid down with regard to the transmission of correspondence addressed to New South Wales, I am directed by the Postmaster General to request that you will be good enough to cause him to be informed what are the wishes of the Government of New South Wales in this respect.

I am, &c.,
 JOHN TILLEY.

Telegram from Secretary, General Post Office, London, to Hon. Saul Samuel, dated 20 November, 1873.
 PLEASE let me have a reply to my letter of eighteenth instant as early as possible.

The Hon. Saul Samuel to The Secretary, General Post Office, London.
 London, 21 November, 1873.

Sir,

I do myself the honor to acknowledge the receipt of your letter, dated the 18th instant (marked immediate), referring to the mail service about to be established to and from San Francisco, under a contract entered into jointly by the Governments of New South Wales and New Zealand, and requesting to be informed what rules should be laid down for the transmission of correspondence addressed to New South Wales. I have also received your telegram of yesterday, urging me to furnish you with an answer to your letter as early as possible.

In reply, I have to state that I have been in telegraphic communication with the New South Wales Government, in order to ascertain what may be its wishes at the present time in regard to the transmission of the correspondence in question, but that I have not yet been definitely informed upon the subject.

The communication you personally made to me this morning, that no correspondence would be forwarded by you to any of the Australasian Colonies except by the mail services to which they respectively contribute, unless with the consent of the Colony to which the correspondence may be addressed, notwithstanding that such correspondence may be specially marked by the senders for transmission by another route, will necessitate a further reference to my Government; but under the circumstance of your urgently requiring some direction from me concerning the transmission of New South Wales correspondence, I have to request that you will, until further instructed, be good enough to forward all such correspondence by the new Service *via* San Francisco.

I have, &c.,
 SAUL SAMUEL,
 Postmaster General of New South Wales.

The Hon. Saul Samuel to The Right Hon. the Secretary of State for the Colonies.
 London, 25 November, 1873.

My Lord,

Having already informed you of the establishment by the Governments of the Colonies of New South Wales and New Zealand of a mail service once in every four weeks between San Francisco and those Colonies, by way of Honolulu and Kandavu (Fiji), I now do myself the honor to submit, for your Lordship's consideration, the following special circumstances upon which it is deemed a fair claim can be made upon the Imperial Government for some assistance, in the shape of a subsidy, towards maintaining this service, beyond the aid which has already been granted in the form of the free transit of the Australasian mails between Great Britain and San Francisco, and the outward postage on correspondence forwarded by this route less the inland British postage.

1. That the establishment of this mail line will afford direct and rapid communication between Great Britain and Honolulu, Fiji, and islands of the Pacific, and will thus materially promote the annually increasing commerce between those places. In support of this statement, I may mention that the value of produce and manufacture exported from Great Britain to the islands of the Pacific, in the nine months ended 30th September, 1873, is stated in the commercial article in the *Times* of the 17th instant, to be £72,923, against £27,737,—the value of the produce and manufacture exported during a corresponding period of the year 1872. These figures show the present magnitude and the growing nature of the trade which it would appear to be the interest of Her Majesty's Government to foster and encourage by providing regular and speedy mail communication.

2. That amongst the islands of the Pacific Her Majesty maintains a considerable fleet of war ships, which can only be communicated with at the present time by the circuitous route *via* Suez and Sydney. The establishment of regular communication between San Francisco and Fiji will enable the Imperial Government to communicate direct with this fleet.

I trust that the consideration of the *special* advantages which will accrue to the British community from the establishment—at great cost to the Colonies of New South Wales and New Zealand—of the mail service in question, will induce the Imperial Government to grant the *special* aid herein sought to be obtained.

I have, &c.,
SAUL SAMUEL,
Postmaster General of New South Wales.

No. 20.

THE HON. HENRY PARKES TO THE HON. SAUL SAMUEL.

New South Wales.
Colonial Secretary's Office,
Sydney, 3 November, 1873.

SIR,

I have the honor to acknowledge the receipt of your letter of the 4th of September last, further respecting the mail service *via* San Francisco, together with your telegrams of the 30th and 31st ultimo, copies of which are appended hereto.

I take this opportunity of forwarding, with reference to my letter of the 6th ultimo, copies of further papers recently laid before Parliament respecting the Ocean Mail Services, and copies of the Votes and Proceedings of the Legislative Assembly, of the 15th and 16th ultimo, containing the Address passed by the House on the latter date, approving of the action of the Government in respect to the Mail Services *via* Galle and *via* San Francisco respectively.

I have, &c.,
HENRY PARKES.

Telegram dated London, 30 October, received 1 November, 1873.

If English Government give outward postage on letters addressed to other Colonies *via* Frisco, do you bear cost of transit to destination from Sydney, and do Victoria and Queensland do likewise; if not, how are letters to be conveyed to destination? Your communication not clear. Necessary I be informed quickly if there is agreement between Colonies that letters specially marked will be forwarded to destination. "Mikado" three thousand tons, fourth boat for temporary service.

Telegram dated London, 31 October, received 1 November, 1873.

"MACGREGOR" left Hongkong for Sydney *via* Batavia yesterday. "Mongol" leaves London 12th December, for Dunedin, with emigrants.

[Enclosure 2.]

(Already printed, and laid before Parliament in Session of 1873.)

No. 21.

THE HON. SAUL SAMUEL TO THE HON. HENRY PARKES.

London, 17th December, 1873.

SIR,

I have the honor to forward copies of my telegrams to you, dated respectively the 28th November, 9th and 15th December, 1863, relating to the San Francisco Mail Service.

2. The announcement in the official circular issued by the London Post Office, dated 1st December, 1873 (copy herewith), that the British public would not have any choice as regards the several Australasian mail routes, but would be limited to one line only for the transmission of their correspondence to the respective Colonies, caused great public dissatisfaction here. On the 9th instant the Agent General for Victoria forwarded to me a copy of a telegram which he had that day received from his Government, authorizing correspondence specially marked *via* San Francisco to be sent by that route. Your telegram of the 13th instant (copy herewith) does not convey to me a clear understanding as to whether you intend New South Wales correspondence to be forwarded *via* Galle and *via* Singapore when so marked. But believing, as I do, that the public interest and convenience should be paramount to every other consideration, and that this is really what you desire, I have instructed the London postal authorities accordingly (copy of letter to the Secretary, General Post Office, London, herewith). Copy herewith.

3. I enclose copy of a notice and time-table which I have requested the Agent General to circulate amongst the mercantile community here. The London postal officials have also undertaken to distribute some hundreds of copies. A proper notification of the establishment of mail communication *via* San Francisco will also appear in the *London Gazette* and leading daily journals published here.

4. I transmit a copy of a letter, dated 11th December, 1873, which has been addressed to me from the Colonial Office, which will inform you that the Imperial Government decline to grant any special aid to the San Francisco Mail Service in consideration of its opening up direct communication with Honolulu and the islands of the Pacific.

5. I may state that the London postal authorities have mentioned to me that they propose to account to the various Australasian Colonies for the outward British postage by ascertaining the value of such postage on the bulk weight of the correspondence, instead of calculating it separately upon each letter and upon each newspaper. The Secretary to the London Post Office will communicate the details of his proposal to the various Australasian Colonies, and it will therefore be a matter for the New South Wales Post Office to deal with when it comes to hand.

6. I have forwarded copies of the mail contract agreement, for the information of the Right Honorable the Secretary of State for the Colonies and for the information of the Post Office authorities.

7. I gather from your telegram of the 13th instant that the "Macgregor" had not on that date reached Sydney, and that you were apprehensive that there would be no packet to take on the mail from Sydney to San Francisco on the 20th instant. You will have learned from my cablegram of the 15th instant that the contractors have authorized the special charter of a steamer at Sydney to meet the emergency of the non-arrival of the "Macgregor," which appears to them unaccountable, as she was expected to reach Sydney on the 5th December.

8. I purpose leaving here for the United States on the 20th instant. At Washington I propose to arrange a postal convention for the regulation of correspondence between the United States and New South Wales; and also to aid the mail contractors as far as I can in obtaining a subsidy from the American Government, which, if obtained, will tend to the greater efficiency of the mail service.

9. While in America I will use my utmost exertions to secure the best arrangements for the safe and expeditious transit on the Railway Line between New York and San Francisco, both of the mails and of light freight, such as booksellers' packets.

I have, &c.,
SAUL SAMUEL.

[Enclosures.]

Telegram from The Honorable S. Samuel, London, to The Colonial Secretary.

28 November, 1873.

CONTRACTS and bonds forwarded by mail to-day. Paul Forbes and Edward Cunningham, of Russell's House, China, wealthy men, with Edward de Bussche, steamship proprietor, associated with Hall. Forbes and Hall are contractors. Cunningham and De Bussche sureties. Great confidence here contract will be well carried out. After consulting all interests, time-table been decided, forwarded mail to-day. Leave Sydney twentieth December, and London thirtieth January, so on every four weeks. I shall probably leave for America about twentieth December.

Telegram from The Honorable S. Samuel, London, to The Colonial Secretary.

9 December, 1873.

VICTORIA has just instructed that their correspondence specially marked shall be sent *via* 'Frisco. Advise that we do the same *via* Melbourne and Queensland. Complaints in press and Commercial quarters here of present arrangements Reply. Am leaving twentieth.

Telegram from The Honorable S. Samuel, London, to The Colonial Secretary.

15 December, 1873.

TELEGRAM not clear. Have directed that correspondence be forwarded *via* Melbourne and Brisbane when so marked, believing it correct policy and what you intend. Not aware "Macgregor" not arrived. Contractors telegraph, Sydney, charter steamer. Inform before Friday whether steamer leaves time for 'Frisco mail thirty-first January.

OFFICIAL CIRCULAR OF LONDON POST OFFICE—MAILS FOR AUSTRALIA AND NEW ZEALAND.

THE Contract made by Her Majesty's Government with the Peninsular and Oriental Steam Navigation Company for the Australian Mail Service has terminated, and in future the mails for the several Australian Colonies and New Zealand will be conveyed under contracts entered into by the respective Colonial Governments.

Queensland.

Mails for Queensland will be made up on the morning of Thursday, the 4th December next, and thenceforward on every fourth Thursday, for transmission *via* Southampton, and on the evening of Friday, the 12th December, and every fourth Friday, for transmission *via* Brindisi. These mails will be embarked at Singapore on board a packet to be provided by the Government of Queensland.

All correspondence addressed to Queensland will, for the present, be forwarded *via* Singapore.

Victoria, South Australia, Western Australia, and Tasmania.

Mails for Victoria, South Australia, Western Australia, and Tasmania will be made up on the morning of Thursday, the 18th December next, and thenceforward on every fourth Thursday, for transmission *via* Southampton, and on the evening of Friday, the 26th December, and every fourth Friday, for transmission *via* Brindisi.

These mails will be embarked at Point de Galle on board a packet to be provided by the Government of Victoria.

All correspondence addressed to Victoria, South Australia, Western Australia, or Tasmania, will for the present be forwarded *via* Point de Galle.

New

New South Wales and New Zealand.

Mails for New South Wales and New Zealand will be made up on the evening of Tuesday, the 13th January next, and thenceforward on the evening of every fourth Tuesday, and will be forwarded to San Francisco, to be embarked on board a packet to be provided by the Governments of New South Wales and New Zealand.

All correspondence addressed to New South Wales will for the present be forwarded exclusively by the route of San Francisco. Correspondence addressed to New Zealand will be forwarded, as a rule, by way of San Francisco; but letters, &c., superscribed "*viâ* Suez and Melbourne," or "*viâ* Singapore," will be forwarded accordingly.

The postage to be prepaid on correspondence addressed to any of the Australian Colonies or New Zealand is as follows:—

	For a Letter.		For each Newspaper.		For a Book-packet or Packet of Patterns.			
	Not exceeding $\frac{1}{2}$ oz. in weight.	For every additional $\frac{1}{2}$ oz.	Not exceeding 4 oz. in weight.	For every additional 4 oz.	Not exceeding 1 oz. in weight.	Above 1 oz. and not exceeding 2 oz.	Above 2 oz. and not exceeding 4 oz.	Each additional 4 oz.
When forwarded <i>viâ</i> } Southampton or <i>viâ</i> } San Francisco	6d.	6d.	1d.	1d.	1d.	2d.	4d.	4d.
When forwarded <i>viâ</i> } Brindisi.....	9d.	9d.	3d.	3d.	2d.	4d.	7d.	7d.

The following Table shows the dates on which mails for Australia and New Zealand will be despatched during the first three months of the ensuing year:—

Date of Despatch.	Colonies.	Route.
1 January	Queensland	<i>Viâ</i> Southampton.
9 "	Do.	" Brindisi.
13 "	New South Wales and New Zealand	" San Francisco.
15 "	Victoria, South Australia, Western Australia, and Tasmania	" Southampton.
23 "	Do. do.	" Brindisi.
29 "	Queensland	" Southampton.
6 February	Do.	" Brindisi.
10 "	New South Wales and New Zealand	" San Francisco.
12 "	Victoria, South Australia, Western Australia, and Tasmania	" Southampton.
20 "	Do. do.	" Brindisi.
26 "	Queensland	" Southampton.
6 March	Do.	" Brindisi.
10 "	New South Wales and New Zealand	" San Francisco.
12 "	Victoria, South Australia, Western Australia, and Tasmania	" Southampton.
20 "	Do. do.	" Brindisi.
26 "	Queensland	" Southampton.

By command of the Postmaster General.

General Post Office,
1st December, 1873.

The Agent General for Victoria to The Hon. Saul Samuel.

8 Victoria Chambers,
Victoria-street, Westminster, S.W.,
9 December, 1873.

Sir,

I have the honor to forward for your information a copy of a telegram I received from my Government yesterday morning, from which you will observe that it is their desire that such correspondence as may be directed for Victoria *viâ* San Francisco should be sent by that route. 5th December, 1873.

I have, &c.,
ARCHD. MICHIE,
Agent General for Victoria.

Copy of Telegram.

LETTER by mail to London Post Office, to send such correspondence only to this Colony *viâ* San Francisco as is specially so directed.

FRANCIS,
Melbourne.

Copy of a Telegram from the Colonial Secretary to Hon. S. Samuel, dated 13th December, 1873.

ALL correspondence Melbourne and Brisbane without charging extra or inter-colonial postage. * *
* * * * * What is doing, as no ships for Pacific lines? * *

The Postmaster General of New South Wales to The Secretary, General Post Office, London.

London, 15 December, 1873.

Sir,

Referring to previous communications on the subject of the new mail arrangements between Great Britain and the Australasian Colonies, I have the honor to request that you will be guided by the following rules in regard to the transmission of correspondence for the Colony of New South Wales:—

1. All correspondence to be sent *via* San Francisco unless specially marked by the senders for transmission by some other route.
2. Correspondence specially marked by the senders for transmission *via* Point de Galle and Melbourne to be so sent.
3. Correspondence specially marked by the senders for transmission by way of Singapore and Brisbane to be so sent.

I have further to request that you will be good enough to cause the New South Wales Post Office to be furnished by each mail despatched with information as to the contents, weight, &c., of such correspondence as may be forwarded by your Department by the San Francisco route to the Colonies of Victoria, Queensland, Tasmania, South Australia, and Western Australia, in order to enable the Sydney Post Office to adjust accounts with these Colonies for the use of the San Francisco line.

I have, &c.,

SAUL SAMUEL,
Postmaster General of New South Wales.

MAIL SERVICE between Great Britain and New South Wales, by way of San Francisco.

London, 3 December, 1873.

It is hereby notified that regular Mail Communication will be established between Great Britain and New South Wales, by way of San Francisco, to commence with the despatch of a mail from London on the evening of Tuesday, the 13th January, 1874, and thenceforward on the evening of every fourth Tuesday.

The service between San Francisco and Sydney will be performed by steamships of upwards of 2,000 tons gross, until about the month of November, 1874, when vessels of greater speed and size, which are being expressly built for the purpose, will be ready to undertake the service.

It is expected that the mails will be conveyed between London and Sydney in about forty-eight days until November, 1874, after which the time occupied will be considerably less than forty-eight days.

The postage to be prepaid on correspondence addressed to New South Wales by this route is as follows:—

For a Letter.		For each Newspaper.		For a Book-packet or Packet of Patterns.			
Not exceeding $\frac{1}{2}$ oz. in weight.	For every additional $\frac{1}{2}$ oz.	Not exceeding 4 ozs. in weight.	For every additional 4 ozs.	Not exceeding 1 oz. in weight.	Above 1 oz. and not exceeding 2 ozs.	Above 2 ozs. and not exceeding 4 ozs.	Each additional 4 ozs.
d.	d.	d.	d.	d.	d.	d.	d.
6	6	1	1	1	2	4	4

SAUL SAMUEL,

Postmaster General of New South Wales.

TIME-TABLE for the Mail Service between Great Britain, New South Wales, and New Zealand, by way of San Francisco, Honolulu, and Kandavau.

Approved by the Postmasters General of New South Wales and New Zealand, on the 27th November, 1873.

OUTWARD ROUTE.						
Leave.		Arrive at				
London.	San Francisco.	Honolulu.	Kandavau.	Auckland.	Port Chalmers.	Sydney.
Tuesday 1874.	Saturday* 1874.	About Monday 1874.	About Saturday 1874.	Friday 1874.	Thursday 1874.	Monday 1874.
13 January	31 January	9 February	21 February	27 February	5 March	2 March
10 February	28 February	9 March	21 March	27 March	2 April	30 March
10 March	28 March	6 April	18 April	24 April	30 April	27 April
7 April	25 April	4 May	16 May	22 May	28 May	25 May
5 May	23 May	1 June	13 June	19 June	25 June	22 June
2 June	20 June	29 June	11 July	17 July	23 July	20 July
30 June	18 July	27 July	8 August	14 August	20 August	17 August
28 July	15 August	24 August	5 September	11 September	17 September	14 September
25 August	12 September	21 September	3 October	9 October	15 October	12 October
22 September	10 October	19 October	31 October	6 November	12 November	9 November
20 October	7 November	16 November	28 November	4 December 1875.	10 December 1875.	7 December 1875.
7 November	5 December	14 December	26 December	1 January	7 January	4 January

* Or immediately on arrival of London Mail at San Francisco.

Homeward

HOMEWARD ROUTE.						
Leave.			Arrive at			
Sydney.	Port Chalmers.	Auckland.	Kandavau.	Honolulu.	San Francisco.	London.
Saturday 1873. 20 December 1874.	Tuesday 1873. 16 December 1874.	Monday 1873. 22 December 1874.	About Saturday 1873. 27 December 1874.	About Thursday 1874. 8 January	Monday 1874. 19 January	Friday 1874. 6 February
17 January 14 February 14 March 11 April 9 May 6 June 4 July 1 August 29 August 26 September	13 January 10 February 10 March 7 April 5 May 2 June 30 June 28 July 25 August 22 September	19 January 16 February 16 March 13 April 11 May 8 June 6 July 3 August 31 August 28 September	24 January 21 February 21 March 18 April 16 May 13 June 11 July 8 August 5 September 3 October	5 February 5 March 2 April 30 April 28 May 25 June 23 July 20 August 17 September 15 October	16 February 16 March 13 April 11 May 8 June 6 July 3 August 31 August 28 September 26 October	6 March 3 April 1 May 29 May 26 June 24 July 21 August 18 September 16 October 13 November

Memo.—The above is copy of Notice issued by the Honorable Saul Samuel in London.

W. J. Holland, Esq., to The Hon. Saul Samuel.

Dowling-street, 11 December, 1873.

Sir,

With reference to your letters of the 22nd of October and 25th of November, I am directed by the Earl of Kimberley to transmit to you a copy of a letter from the Lords Commissioners of the Treasury, expressing their inability to accede to your request for special aid towards the mail service established by New South Wales and New Zealand *via* San Francisco, beyond that which has been already granted. 9 Dec., 1873.

I am, &c.,

W. J. HOLLAND.

W. Law, Esq., to R. G. Herbert, Esq.

Treasury Chambers, 9 December, 1873.

Sir,

The Lords Commissioners of Her Majesty's Treasury have had before them your letter of the 2nd instant, transmitting copy of a letter from the Postmaster General of New South Wales, urging the grant of a subsidy from the Imperial Government towards the maintenance of the mail service established by the Governments of the Colonies of New South Wales and New Zealand between San Francisco and those Colonies by way of Honolulu and Kandavau (Fiji). I am directed by their Lordships to request that you will state to the Earl of Kimberley that my Lords must confine themselves to the offer contained in the letter of this Board of the 16th May last (S580-73), the purport of which was forwarded by him at their request by telegram to the Governments of the various Colonies concerned, and that you will move His Lordship to cause Mr. Samuel to be informed that My Lords cannot accede to his request for special aid towards the service in question beyond that which has been already granted.

I am, &c.,

WILLIAM LAW.

The Hon. Saul Samuel to The Right Honorable The Secretary of State for the Colonies.

London, 2 December, 1873.

My Lord,

Referring to previous correspondence, I have the honor to forward for your information copies of the contracts which have been entered into with Messrs. Hall & Forbes for a mail service between San Francisco and New South Wales, and San Francisco and New Zealand.

I have, &c.,

SAUL SAMUEL.

(Similar letter to Secretary of the General Post Office, London, 2 December, 1873.)

No. 22.

D. LARNACH, Esq., to MESSRS. PEACHEY & LLOYD.

Bank of New South Wales,

London, E.C., 5 December, 1873.

GENTLEMEN,

I beg to acknowledge the receipt of your letter of yesterday's date, enclosing contract between the Postmasters General of New South Wales and New Zealand and Messrs. Hall & Forbes for a temporary mail service between San Francisco and the Colonies, 27th November, 1873; bond for due performance of such contract, same date; contract between same parties for a permanent mail service between same parties, same date; bond for due performance of last-mentioned contract, same date, which we hold for safe custody on account of the Government of New South Wales.

I am, &c.,

D. LARNACH,

Managing Director.

No. 23.

No. 23.

MEMO. for information of the Agent General for New South Wales, relative to the San Francisco Mail Service.

Contractors :—Messrs. Hall & Forbes.

Sureties :—Messrs. Cunningham & De Bussche.

THE contract agreements for both the *temporary* and the *permanent* services have been executed *in duplicate* for the Colony of New South Wales. One copy has been forwarded to the Colonial Secretary, Sydney—the other copy, with original bonds, have been lodged in the Bank of New South Wales, London. Bank receipt for these documents herewith.

Twelve printed copies of the contract, agreements, and copies of the notice of establishment of San Francisco service, with time-table, are in the office of the Agent General.

The following are the instructions which have been given to the London Post Office for the transmission of New South Wales correspondence :—

1. All correspondence to be sent *via* San Francisco unless specially marked by the senders for transmission by some other route.
2. Correspondence specially marked by the senders for transmission *via* Point de Galle and Melbourne to be so sent.
3. Correspondence specially marked by the senders for transmission by way of Singapore and Brisbane to be so sent.

Application has been made to the Colonial Office for special aid towards the San Francisco service in consideration of its opening up communication between Great Britain and Honolulu and Fiji, and the Colonial Office has declined to grant any aid beyond what has been promised in the shape of the British outward postage.

Copies of contract agreements have been forwarded to the Right Honorable the Secretary of State for the Colonies and to the London postal authorities.

London, 16 December, 1873.

SAUL SAMUEL.

No. 24.

THE POSTMASTER GENERAL, N.S.W., to THE COLONIAL SECRETARY, SYDNEY.

London, 22 December, 1873.

SIR,

I have the honor to acknowledge the receipt of your letter dated the 3rd November last, with its enclosures, relating to the San Francisco Mail Service.

2. I forward herewith for your information a copy of a further letter, dated the 20th instant, which I have addressed to the Colonial Office as to the conveyance of the correspondence of the United Kingdom to Fiji and the other islands in the Pacific Ocean.

3. I also enclose copy of your telegram to me, of the 17th instant, and of my wire reply, dated the 20th instant.

I have, &c.,

SAUL SAMUEL,

[Enclosure 1.]

The Hon. S. Samuel to The Under Secretary for State for the Colonies.

London, 20 December, 1873.

SIR,

I do myself the honor to acknowledge the receipt of your letter, dated the 11th instant, transmitting, by direction of the Earl of Kimberley, a copy of a letter from the Lords Commissioners of the Treasury, expressing their inability to accede to my "request for special aid towards the Mail Service established by New South Wales and New Zealand *via* San Francisco, beyond that which has been already granted."

2. I beg respectfully to point out that the letter of the 16th May, 1873 (8586-73), referred to by the Lords Commissioners of the Treasury (the substance of which letter is, I presume, contained in the telegram of the Right Honorable the Secretary of State for the Colonies to His Excellency the Governor of New South Wales, dated the 16th May last), only makes provision in regard to correspondence from the United Kingdom addressed to the *Australasian Colonies*. It would appear that their Lordships have overlooked the fact that it is requisite that *some* arrangement should be made by the Imperial Government for the conveyance of correspondence of the United Kingdom addressed to *Fiji and other islands in the Pacific Ocean*. I should feel obliged if you will again call the Earl of Kimberley's attention to this matter with a view to its receiving further consideration.

I have, &c.,

SAUL SAMUEL,

Postmaster General of New South Wales.

[Enclosure 2.]

Telegram, dated 17th December, from the Colonial Secretary to The Honorable S. Samuel, London. You correctly understand telegram of thirteenth, "Macgregor" will sail with mails for Francisco on twentieth—Do you return by way of America or back to London? When in New York? And what address? * * * * *

No. 25.

THE HONORABLE H. PARKES to THE HONORABLE SAUL SAMUEL.

Colonial Secretary's Office,

Sydney, 1 December, 1873.

SIR,

I have the honor to acknowledge the receipt of your letters of the 22nd September (1), 1st October (1), and 2nd October (3), further respecting mail communication between this Colony and England *via* San Francisco.

I have, &c.,

HENRY PARKES.

Part II.

PAPERS relating to the performance of Contracts by Messrs. Hall and Forbes, and to the measures adopted to enforce the Bond in consequence of default.

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No. 1.

THE SECRETARY, A.S.N. Co. to THE COLONIAL SECRETARY.

Australasian Steam Navigation Company,
Sydney, 10 December, 1873.

Sir,

I do myself the honor to enclose herein copies of letter addressed to you by Mr. Buyers, as attorney for Mr. H. H. Hall, under date of 5th instant, and of your reply thereto, and to inform you that in consequence of the assurance contained in the latter that your Government would pay to this Company the sum of £1,500 on the 1st January proximo, and a further like sum on the first of the following month, we have chartered to that gentleman the steamer "Governor Blackall" for the purpose of making the connection from Auckland, at Kandavau, for the months of December and January, with the boats of the Californian and Australian Mail Company, and that the "Governor Blackall" will leave this port for Auckland to-morrow, for that purpose.

I have, &c.,
FRED. PHILLIPS,
Secretary.

[Enclosure 1.]

Mr. W. Buyers to The Colonial Secretary.

California and Australian Steamship Co.,
Sydney, 5 December, 1873.

Sir,

Having chartered from the A.S.N. Co. the steamer "Governor Blackall" for the conveyance of passengers and mails from Auckland to Kandavau, I have the honor to request that you will have the goodness to pay to the Manager of the A.S.N. Co. the sum of £1,500 on the 1st January next, and the further sum of £1,500 on the 1st February next, said sums being on account of the subsidy for the San Francisco Mail Service.

I have, &c.,
WM. BUYERS,
Attorney for H. H. HALL.

No. 2.

THE PRINCIPAL UNDER SECRETARY to W. BUYERS, Esq., ATTORNEY FOR H. H. HALL.

Colonial Secretary's Office,
Sydney, 5 December, 1873.

Sir,

I am directed to acknowledge the receipt of your letter of this date, informing me that you have chartered the steamer "Governor Blackall" to enable you to complete the connection between New Zealand and Kandavau, in the temporary Mail Service between these Colonies and California, and requesting this Government to pay to the Australasian Steam Navigation Company the sum of £1,500 on the 1st January next, and a further like sum on the 1st February for the services of the said steamer, such payments to be an advance to Mr. H. H. Hall on account of the subsidy which will become due to him in terms of his contract.

In reply, I am to inform you, that Mr. Parkes is prepared to authorize the payments under the conditions stated.

I have, &c.,
WM. GOODMAN,
For the Under Secretary.

No. 3.

W. BUYERS, Esq., (for H. H. HALL), Esq., to THE COLONIAL SECRETARY.

Californian and Australasian Steamship Company,
Sydney, 5 December, 1873.

Sir,

Having chartered from the A.S.N. Co. the steamer "Governor Blackall" for the conveyance of passengers and mails from Auckland to Kandavau, I have the honor to request that you will have the goodness to pay to the Manager of the A.S.N. Co. the sum of £1,500 on the 1st January next, and the further sum of £1,500 on the 1st February next—said sum being on account of the subsidy for the San Francisco Mail Service.

I have, &c.,
WM. BUYERS,
Attorney for H. H. HALL.

No. 4.

No. 4.

THE PRINCIPAL UNDER SECRETARY TO THE SECRETARY, AUSTRALASIAN STEAM NAVIGATION COMPANY.
Colonial Secretary's Office,
Sydney, 12 December, 1873.

SIR,

I am directed by the Colonial Secretary to acknowledge the receipt of your letter of the 10th instant, stating that in consequence of the arrangement assented to by the Colonial Secretary in correspondence with Mr. William Buyers, the attorney for Mr. H. H. Hall, the Australasian Steam Navigation Company had chartered to that gentleman the steamer "Governor Blackall" for the purpose of completing the connection between New Zealand and Kandavau, in the temporary mail service between these Colonies and California for the present month and for January next, and that the "Governor Blackall" would leave Sydney on the 11th instant, for Auckland, for that purpose.

I have, &c.,
WM. GOODMAN,
For the Under Secretary.

No. 5.

W. BUYERS, Esq., to THE COLONIAL SECRETARY.
The Australasian and American Mail Steamship Company,
Sydney, 14 January, 1874.

SIR,

In consequence of the non-arrival of the mail steamer "Mikado," I have been under the necessity of chartering from the Australasian Steam Navigation Company their steamship "City of Melbourne," at the rate of £3,350 per month of thirty days, and I have the honor to request that you will have the goodness to comply with the extract from the Company's letter to me. "Payment of the charter money to be guaranteed by the Government of New South Wales, and to be made in cash, in Sydney, as follows:—£3,500 on the 1st February next, £3,500 on the 1st March next, and the balance on completion of the voyage."

I have, &c.,
WM. BUYERS,
Acting Manager.

No. 6.

THE PRINCIPAL UNDER SECRETARY TO W. BUYERS, Esq.
Colonial Secretary's Office,
Sydney, 15 January, 1874.

SIR,

In reply to your letter of the 14th instant, stating that, in consequence of the non-arrival of the mail steamer "Mikado," you have been under the necessity of chartering from the Australasian Steam Navigation Company their steamship "City of Melbourne," at the rate of £3,350 per month of thirty days, and giving an extract from that Company's letter to you respecting the payment of the charter money, I am directed to inform you that, on behalf of the Government, the Colonial Secretary is prepared to guarantee the payment of the charter money for the employment of the "City of Melbourne" (£7,000) on the 1st March next, and the balance on completion of the voyage,—the same to be charged to the contractors in reduction of the subsidy.

I have, &c.,
(For the Under Secretary),
WM. GOODMAN.

No. 7.

THE PRINCIPAL UNDER SECRETARY TO THE UNDER SECRETARY FOR FINANCE AND TRADE.
Colonial Secretary's Office,
Sydney, 15 January, 1874.

SIR,

I am directed to state, for the information of the Colonial Treasurer, that in consequence of the non-arrival of the mail steamer "Mikado," the Acting Manager of the Australasian and American Mail Steamship Company has been under the necessity of chartering from the Australasian Steam Navigation Company their steamship "City of Melbourne," at the rate of £3,350 per month of thirty day; and that the Colonial Secretary has caused it to be intimated to the Acting Manager that, on behalf of the Government, he is prepared to guarantee the payment of the charter money for the employment of the "City of Melbourne" (£7,000) on the 1st March next, and the balance on completion of the voyage,—the same to be charged to the contractors in reduction of the subsidy.

I have, &c.,
(For the Under Secretary),
WM. GOODMAN.

No. 8.

Australasian Steam Navigation Company,
Sydney, 8 April, 1874.

The Australasian American Mail Steam-ship Company—

Drs. to The Australasian Steam Navigation Company,—

For charter of the steam-ship "City of Melbourne," for voyage on Mail Service from Sydney to San Francisco, and return, say, commencing on 14th January, and terminating on 7th April, 1874, both days inclusive, two months and twenty-four days, at rate of £3,350 per month of thirty days, under and in terms of charter-party, amounting to £9,380 0 0

Deduct 7,000 0 0

Amount received on 28th February, to a/c £2,380 0 0

33

No. 9.

THE SECRETARY, A.S.N. CO., TO THE COLONIAL SECRETARY.

Australasian Steam Navigation Company,
Sydney, 11 April, 1874.

SIR,

Please pay the bearer (Mr. J. N. C. Colyer) the sum of two thousand three hundred and eighty pounds, being balance due on charter of the steamship "City of Melbourne."

Yours faithfully,
FRED. PHILLIPS,
Secretary.

No. 10.

THE PRINCIPAL UNDER SECRETARY TO THE SECRETARY, A.S.N. CO.

Colonial Secretary's Office,
Sydney, 14 April, 1874.

SIR,

With reference to your letter of the 11th instant, authorizing the payment to Mr. J. N. C. Colyer of the balance due on charter of the steamship "City of Melbourne," I am directed by the Colonial Secretary to transmit herewith, for your information, a copy of a communication received from the 14 April, 1874. Managing Director of the Australasian and American Mail Steamship Company on the subject.

I have, &c.,
(For the Under Secretary),
WM. GOODMAN.

No. 11.

THE PRINCIPAL UNDER SECRETARY TO H. H. HALL, Esq.

Colonial Secretary's Office,
Sydney, 14 April, 1874.

SIR,

I am directed by the Colonial Secretary to request that you will be good enough to furnish, for his information, the date from which the "City of Melbourne" was chartered to convey the mails from Sydney to San Francisco, and return.

I have, &c.,
WM. GOODMAN,
(For the Under Secretary).

No. 12.

H. H. HALL TO THE ACTING PRINCIPAL UNDER SECRETARY.

The Australasian and American Mail Steamship Company,
Sydney, 14 April, 1874.

SIR,

I have the honor to inform you, in reply to yours of 14th instant, that the "City of Melbourne's" charter commenced on the 14th January, 1874, and terminated on the 7th April, 1874.

I have to request that no further payments be made until they settle with me, in accordance with their charter-party, for victualling and coals supplied. On settlement of this an order will be issued for the balance due to them on the charter-party.

I have &c.,
H. H. HALL.

No. 13.

THE SECRETARY TO THE A.S.N. CO., TO THE PRINCIPAL UNDER SECRETARY.

Australasian Steam Navigation Company,
Sydney, 15 April, 1874.

SIR,

I have the honor to acknowledge receipt of your letter of yesterday's date, covering a copy of that from Mr. Hall—and I beg to say that the dates given by that gentleman for the charter of the "City of Melbourne" are correct, and would make the balance due £2,380 as applied for.

I am directed to state that any amount which may be owing by this Company to Mr. Hall we are quite prepared to settle, and the Directors therefore rely upon the payment of the charter money, irrespective of any cross accounts, in terms of the guarantee of the Government, viz., £7,000 on the 1st March, and the balance on completion of the voyage.

I have, &c.,
FRED. PHILLIPS,
Secretary.

No. 14.

MINUTE OF THE ATTORNEY GENERAL.

THE question submitted is not altogether free from difficulty. Of course, but for Mr. Hall's notice of his counter-claim against the A.S.N. Coy., the Government would have been perfectly justified in paying—if not legally bound to pay—the balance. But the notice certainly introduces a matter worthy of consideration. The contract of the Government is merely a contract of guaranty, *i.e.* that if Mr. Hall did not pay them then the Government would. The letter containing the guarantee was written to Mr. Buyers, (Hall's agent), and by him communicated to the A.S.N. Coy. The Government then are only responsible

for the default of Hall,—and, upon the statement contained in his letter, and not denied by the A.S.N. Coy., a question arises whether Hall has, at all events quoad the amount for which he really has a valid claim, made any default. Technically, no doubt, set-off is not payment,—and the inclination of my opinion is that if the Government did pay the balance, Mr. Hall would not be able to make out any claim in respect thereof from the Government. But I am by no means sure that the Courts would so hold; and in order to avoid being drawn into dispute or litigation with Hall, I think that for the present the better course would be to withhold payment of the money, and to write a letter to the Coy. intimating that the Government's undertaking was to pay the amount due by Hall to their Coy., which in effect is the contract money less any amount properly due to Hall for the Coy. which he claims to be credited to him as matter of set-off; the Government are prepared at once to pay the balance so arrived at, but that, having received notice for Hall stating that the whole of the contract money is not due by reason of the set-off (arising as it does, moreover, in respect of this identical charter), it is considered desirable that the accounts between the Coy. and Hall should be without delay settled, and the balance only paid, so as to avoid the Government being drawn into dispute with Hall.—J.G.L.I., A.G., 23/4/74.

MINUTE OF THE ACTING PRINCIPAL UNDER SECRETARY.

The money has been paid, under the authority of the Colonial Secretary.—W.G., A/c.

No. 15.

THE SECRETARY, GENERAL POST OFFICE, to W. BUYERS, ESQ. (AGENT FOR HALL & FORBES).

Sydney, 8 March, 1874.

SIR,

With reference to the proposed dispatch of the "Cyphrenes" for San Francisco on the 14th instant, I am directed to inform you that it is the opinion of Mr. Parkes that, should there be any doubt whatever of the vessel in question being here in sufficient time to receive a thorough overhaul, and to be ready for starting on the day specified, it will be desirable that the "Mongol" should be sent this trip instead.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 16.

W. BUYERS, ESQ. (AGENT FOR HALL-FORBES), to THE SECRETARY, GENERAL POST OFFICE.

The Australasian and American Mail Steamship Company,
Sydney, 7 March, 1874.

SIR,

I am in receipt of your letter of 3rd instant (No. B 74), and, in reply, beg to inform you that unless there is a steamer here in sufficient time for being dispatched on the 14th instant, I shall withdraw the "Mongol" for Hong Kong and lay her on for 'Frisco. I had a telegraphic message that the "Mongol" was at Wellington on 27th on her way north, so that I expect her here every day.

I have had no intelligence of the "City of Melbourne's" arrival at 'Frisco.

I have, &c.,
W. BUYERS,
Acting Manager.

Submitted.—S.H.L., 7/3/74. Seen.—H.P., 7/3/74.

No. 17.

THE POSTMASTER GENERAL, NEW ZEALAND, to THE POSTMASTER GENERAL, SYDNEY.

General Post Office,
Wellington, 10 April, 1874.

SIR,

I have the honor to enclose, for your information, copy of a letter, with enclosure, addressed by me to Mr. H. H. Hall, in respect of the manner in which the through Mail Service is being performed by his Company.

I have, &c.,
JULIUS VOGEL.

[Enclosure.]

The Postmaster General, New Zealand, to H. H. Hall, Sydney.

General Post Office,
Wellington, 10 April, 1874.

Sir,

I have learned with extreme surprise and regret that your Company has decided to despatch through to San Francisco the steamer appointed to leave Sydney on the 11th instant, instead of the steamer proceeding from New Zealand; and I desire to point out that such a course will not be tolerated by this Colony, and is in direct opposition to the terms of the contract.

2. On receipt of the above information I at once telegraphed your Auckland agents, pointing out that the steamer leaving New Zealand this month is the one which should be recognized as the through boat; and I requested that in the event of it being too late to admit of the proposed arrangement being cancelled, that the steamers leaving here in May and June next should proceed through to San Francisco. To this telegram, copy of which I enclose for your information, I have not received a reply.

3. I now wish to impress upon you that I consider it of the greatest importance, not only in the interests of this Colony, but also for the satisfactory working of the service itself, that the through boats should alternate monthly from Sydney and Port Chalmers, as agreed upon by the contractors, and I have to offer the strongest possible objection to the course you have thought proper to adopt in deciding to despatch two successive through steamers from Sydney. I express the hope that for the future no similar deviation from the terms of the contract will be attempted, and that the service may be performed in accordance with the spirit and intention of the agreement entered into by the contractors.

4. I have to make a similar complaint in respect to the steamers from California. The "Macgregor," when she struck at Kandavau, was on her way to Sydney. The "City of Melbourne" was also bound for Sydney instead of New Zealand. It is true that the captain of the latter steamer came round by Auckland, and the Government are indebted to him for doing so; but there would have been no necessity for his taking the responsibility he did, if, as ought to have been the case, his vessel was bound for Port Chalmers. The contractors now owe New Zealand two direct steamers successively to San Francisco and from San Francisco.

I have, &c.,
JULIUS VOGEL.

[Enclosure.]

Telegram from The Postmaster General, Auckland, N. Z., to Henderson & Macfarlane, Agents, C. & A. Steam Company, Auckland.

Wellington, 1 April, 1874.

I AM informed by the Postmaster of Auckland that your Company propose not to send the steamer from New Zealand through to San Francisco this month. I have to point out to you that this is the month for sending the steamer from New Zealand through to San Francisco, and I offer the very strongest objection to the terms of the contract upon that point not being carried out. If it is now too late to allow of those terms being carried out this month, I must request that it be arranged that the next two steamers shall proceed from New Zealand to San Francisco. You may inform your principals that I attach the strongest possible importance to the carrying out of this part of their undertaking.

JULIUS VOGEL.

No. 18.

THE POSTMASTER GENERAL, SYDNEY, TO THE POSTMASTER GENERAL, WELLINGTON, NEW ZEALAND.

General Post Office,
Sydney, 30 April, 1874.

SIR,

I have the honor to acknowledge the receipt of your communication, dated the 10th instant, forwarding therewith copy of a letter, with enclosure, addressed by you to Mr. H. H. Hall, of Sydney, in respect of the manner in which the through Mail Service to and from San Francisco is being performed by the Australasian and American Mail Steamship Company.

In reply, I have to state, that it is no wish of the Government of New South Wales that the contract as affecting either New Zealand or this Colony should be in any way infringed or departed from. The contractors, however, have had many difficulties to contend with, which are perhaps incidental to the hurried commencement of an undertaking of great magnitude, for which some allowance might be made.

I quite concur in the course you have taken in writing to the contractors, and am anxious to co-operate with you in insisting that the contract shall be carried out in strict accordance with the spirit and intention of the agreement, but I hardly think it would be just to this Colony that, because an irregularity has been committed with previous steamers, that your suggestion should be adopted with those leaving in May and June.

I have, &c.,
SAUL SAMUEL,
Postmaster General.

No. 19.

H. H. HALL, MANAGING DIRECTOR, TO THE COLONIAL SECRETARY, NEW SOUTH WALES.

The Australasian and American Mail Steamship Company,
Sydney, 4 May, 1874.

Sir,

In consequence of the non-arrival of the s. s. "Mongol," I have chartered from the Australasian Steam Navigation Company their steamship "City of Adelaide," for the sum of £1,800 per lunar month—charter commencing on 5th instant; and I have the honor to request that you will have the goodness to grant a similar guarantee for the said payment of £1,800 per lunar month, as the one you gave under date 15th January last, and which I shall endorse over direct to the Manager of the Australasian Steam Navigation Company, such payments to continue during the time the said steamer is employed in the Mail Service.

I have, &c.,
H. H. HALL,
Managing Director.

No. 20.

THE SECRETARY, A.S.N., Co., to THE COLONIAL SECRETARY, NEW SOUTH WALES.

Australasian Steam Navigation Company,
Sydney, 5 May, 1874.

Sir,

I do myself the honor to enclose herein a letter addressed to you by Mr. H. H. Hall, requesting that you will pay to the Australasian Steam Navigation Company or their order, the sum of eighteen hundred pounds sterling on the first day of June next, and a like sum of eighteen hundred pounds every twenty-eight days thereafter, or at that rate per day until the vessel (chartered by him) is returned to her owners in Sydney, in terms of the charter-party (copy of which is herewith enclosed), and deduct such amounts from any moneys that may be due from time to time under the contract existing between the Governments of New South Wales and New Zealand and H. H. Hall and Paul Siemen Forbes. You will please to observe that Mr. Hall states in his letter, "and you will please accept this intimation as an irrevocable order for the payments to the A. S. N. Company, of the amounts before stated and without any further reference to myself." May I therefore request that you will favour me with your undertaking on behalf of the Government to pay the amounts as requested by Mr. H. H. Hall, upon receipt of which the vessel will be handed over to him.

I have, &c.,
FRED. PHILLIPS,
Secretary.

[Enclosure.]

ARTICLES of Agreement made this fourth day of May, one thousand eight hundred and seventy-four, between the Australasian Steam Navigation Company, hereinafter called owners, and Hayden Hezekiah Hall, United States Consul at Sydney, and Mail Contractor, hereinafter called Charterer.

The said owners agree to let and the said charterer to hire the steamship "City of Adelaide," the said vessel being seaworthy and properly manned, and holding the usual certificate from the Marine Board of New South Wales, for a period of not less two (2) lunar months, which period the said charterer shall have the liberty to extend to a further period of five (5) lunar months, if not less than one lunar month before the expiration of the first-mentioned period, they shall give notice in writing of their intention so to do.

The said vessel is to be employed for the conveyance of mails, passengers, and cargo, for the Australasian and American Steamship Company, under their command with the Government of New South Wales, between Sydney, Kandavau, and any of the New Zealand ports named in the aforesaid Mail Contract.

The charterer agrees to pay to the owners for the hire of the vessel the sum of one thousand eight hundred pounds (£1,800) for every lunar month, and at that rate for every day or part of a day until the said vessel shall be delivered over to the owners in Sydney; such payments to be made as follows:--Eighteen hundred pounds sterling on the first day of June now next ensuing, and a like sum of eighteen hundred pounds every twenty-eight (28) days thereafter, or at that rate per day for every broken period of twenty-eight days as aforesaid.

The charterer agrees with the owners to procure the undertaking of the Government of New South Wales to pay to them the charter moneys from time to time as they shall become due, such undertaking to be given in a form satisfactory to the Board of Directors of the owners.

The charterer agrees to victual the crew for the voyage or voyages at the following rates to be paid by the owners, viz. :—three shillings per day for the captain, chief mate, and chief engineer, two shillings and sixpence per day for the second and third engineers, second and third officers, boatswain, and carpenter, two shillings per day for every fireman and trimmer, and one shilling and ninepence per day for every seaman; such payments to be made to the charterers in Sydney on the return of the vessel from each voyage, upon the certificate of the master, less an allowance therefrom of ten per cent. The owners, nevertheless, being entitled to give credit for any such moneys against any moneys for the time-being due to them on account of this charter by the charterer. The quantity and quality of the provisions to be equal to those supplied to the owners' other vessels employed in their own service.

That an inventory of the said vessel shall be made out by the owners and shall be signed by the said charterer, together with a receipt for the articles named therein, and that all articles contained in the said inventory shall be returned in good order and condition (reasonable wear and tear excepted) to the owners on the said vessel being returned to them.

That the charterer shall provide and pay for all the coals, port charges, pilotages, agencies, commissions, and all other charges whatsoever during the voyage or voyages.

That the said owners provide all necessary marine and engine stores for the voyage or voyages.

That the owners furnish the master and (except cooks and stewards), and pay the wages and victual them according to the list of such crew hereunto attached. The act of God, the Queen's enemies, fire, and damages and accidents of the seas, rivers, navigation, of what nature and kind soever, pending the continuance of this charter, excepted.

Dated this fourth day of May, one thousand eight hundred and seventy-four.

Signed, sealed, and delivered by F. H. Trouton, on behalf of the Australasian Steam Navigation Company, in the presence of

F. H. TROUTON.

Signed, sealed, and delivered by the said Hayden Hezekiah Hall, in the presence of—

H. H. HALL.

[Enclosure.]

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[Enclosure.]

H. H. Hall, Esq., to The Colonial Secretary.

The Australasian and American M. S. Company,
Sydney, 5 May, 1874.

Sir,

I have the honor to inform you that, in consequence of the non-arrival of the s.s. "Mongol," it will be impossible for me to dispatch that vessel with the out-going mails to Europe *via* San Francisco, on Saturday next, in accordance with the terms of my contract with your Government and that of New Zealand; but in order that no inconvenience may be felt on that account, I have this day chartered from the Australasian Steam Navigation Company of Sydney their s.s. "City of Adelaide" for two (2) lunar months certain, with the privilege of extending the charter for a further period of (5) five months, at the rate of (£1,800) eighteen hundred pounds per month of twenty-eight days, subject to the condition that the Government of New South Wales guarantee to the Aus. Steam Navigation Company the payment of (£1,800) eighteen hundred pounds every twenty-eight days, and at the same rate for every day during the continuance of the said charter, such amounts to be deducted from the sums of money due under the contract between your Government and Paul S. Forbes, of London, and myself. I have therefore to request that you will pay to the A. S. N. Company or their order, eighteen hundred pounds (£1,800) on the 1st day of June next, and a like sum of eighteen hundred pounds every twenty-eight days thereafter, or that rate per day, until the vessel is returned to her owners in Sydney, in terms of the charter (copy of which is herewith enclosed), and deduct such amounts from any moneys that may be due or become due under the before-mentioned contract; and you will please accept this intimation as an irrevocable order for the payment to the A. S. N. Company of the amounts before stated, and without any further reference to myself.

I have, &c.,
H. H. HALL,
Managing Director.

No. 21.

THE COLONIAL SECRETARY TO H. H. HALL, ESQ.

Colonial Secretary's Office,
Sydney, 7 May, 1874.

Sir,

I have to acknowledge the receipt of your letter of the 5th instant, informing this Government that you have chartered from the Australasian Steam Navigation Company the steamship "City of Adelaide" to take the place of the "Mongol," appointed to leave this port with the mails under your contract on Saturday, the 9th, and requesting the Government to guarantee the payment of eighteen hundred pounds (£1,800) per lunar month for the charter of such vessel.

2. The Government did not expect that any further application would be made by the contractors for the temporary charter of vessels in the Colony, and as New Zealand is associated on equal terms with this Colony in the cost and advantages of the contract, it is not desirable that any step of the kind should be taken in Sydney without the concurrence of the New Zealand Government. Still I admit the difficulties that might be expected to arise in establishing the service on so short a notice, and am prepared to meet your wishes as far as can reasonably be done in the case you submit for consideration.

3. On behalf of this Government, I therefore guarantee the stipulated payment of eighteen hundred pounds (£1,800) per lunar month to the owners of the "City of Adelaide" as you request, but for two lunar months only, and the proportional amount for any number of additional days short of a lunar month which may elapse before the return of the vessel to the port of Sydney.

4. Should the services of the vessel be considered necessary beyond this period and the guarantee of the Government be still required, your application must be renewed. In the meantime I shall seek to be informed of the views of the New Zealand Government on the subject.

I have, &c.,
HENRY PARKES.

No. 22.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY TO THE COLONIAL SECRETARY.

Australasian Steam Navigation Company,
Sydney, 8 May, 1874.

Sir,

I do myself the honor to inform you that Mr. H. H. Hall has handed to this Company your letter addressed to him under date of 7th instant, respecting the guarantee by the Government of the payment of charter money of our steamer "City of Adelaide," and I now beg to transmit that gentleman's order (also endorsed upon your letter in our hands) upon you in favour of this Company, for the payment to them of the charter money aforesaid, in terms of the order embodied in Mr. Hall's letter to you, dated 5th instant.

You will observe that order is an irrevocable one.

I shall be obliged by acknowledgment of this letter and its enclosure.

I have, &c.,
FRED. PHILLIPS,
Secretary.

No. 23.

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No. 23.

THE PRINCIPAL UNDER SECRETARY TO THE SECRETARY, A.S.N. Co.

Colonial Secretary's Office,
Sydney, 11 May, 1874.

SIR,

I am directed by the Colonial Secretary to acknowledge the receipt of your letter of the 8th instant, transmitting an order of Mr. H. H. Hall, Managing Director of the Australasian and American Mail Steamship Company, in favor of the Australasian Steam Navigation Company, for the payment to them of the charter money of the steamer "City of Adelaide."

I have, &c.,
(For the Under Secretary),
WM. GOODMAN.

No. 24.

H. H. HALL, ESQ., TO THE SECRETARY, GENERAL POST OFFICE.

The Australasian and American Mail Steamship Company,
Sydney, 5 May, 1874.

SIR,

I have the honor to inform you that in consequence of the late arrival of the steamship "Mongol," I have chartered the steamship "City of Adelaide," which steamer will leave Sydney on Saturday, 9th instant, at 12 o'clock noon.

I have, &c.,
H. H. HALL,
Managing Director.

Read. Superintendent, for information.—S.H.L., 6/5/74. Read.—W.B., 6/5/74.

No. 25.

H. H. HALL, ESQ., TO THE POSTMASTER GENERAL.

Australasian and American Mail Steamship Company,
Sydney, 11 May, 1874.

SIR,

I have the honor to inform you that I am compelled at present to withdraw the s.s. "Mongol" from the temporary service, as she has to proceed to England for extensive repairs. I shall submit at an early date another vessel for your approval.

I have, &c.,
H. H. HALL,
Managing Director.

Draft a letter to Mr. H. H. Hall, calling attention to the breaches of contract up to this time, and say that a due performance of all the covenants will be insisted upon. Submit draft to me for my approval.—S.S., 11/5/74.

No. 26.

THE SECRETARY, GENERAL POST OFFICE, TO H. H. HALL, ESQ.

General Post Office,
Sydney, 11 May, 1874.

SIR,

With reference to the Mail Service *via* San Francisco, I am directed by the Postmaster General to call your attention to the fact that up to the present time the service in question has not been conducted in accordance with the conditions of the contract.

In the first place, the contract expressly provides that a through steamer shall run *alternately* between Sydney and San Francisco, and Port Chalmers (N.Z.) and San Francisco; but, as yet, this condition has not been complied with, which has already resulted in an expression of dissatisfaction from the New Zealand Postal authorities.

It has come to the knowledge of the Postmaster General that instead of either the "Cyphrenes" or the "Mongol" dispatched respectively from Sydney and Port Chalmers last month, proceeding on to San Francisco, both vessels waited at Kandavau for the arrival of the "Mikado" from San Francisco, and that this vessel, instead of coming on either to this Colony or New Zealand, was sent back with the homeward mails from Australia. Had the "Mongol" or the "Cyphrenes" proceeded with the mails to San Francisco, in accordance with the agreement, a delay of seven days would have been avoided.

It is of the utmost importance to the Colonies concerned in this service that the mails, both inwards and outwards, should be conveyed with all possible expedition, and I am to state that it will be the duty of this Department to insist upon the due performance of all the covenants of the contract.

I am further directed by the Postmaster General to take this opportunity to draw your attention to a letter (copy herewith) addressed to the London *Times* of the 6th March last, by Messrs. Lawrence, Clark & Co., of that city, in which an extraordinary misstatement appears as regards the speed agreed to be maintained by the steamers under the permanent contract. The fact that a twelve-knot speed is the essence of the contract, and that any breach thereof renders the contract liable to forfeiture, is not only concealed but denied in this letter.

Mr. Samuel will be glad if you can offer any explanation of this public misrepresentation, which has emanated from your agents in London.

I have, &c.,
JAS. DALGARNO,
(For Secretary.)

[Enclosure.]

[Enclosure.]

EXTRACT from *London Times*, Friday, March 6th, 1874.

AUSTRALASIAN AND AMERICAN MAIL SERVICE.

To the Editor of the *Times*.

Sir,

In the letter from an occasional correspondent at San Francisco, which appeared in the *Times* of yesterday, we observe it is stated that after November next the Mail Service of this line must be performed at the rate of 12½ knots per hour. We shall be obliged by your allowing us to mention that a speed of 10 knots will fulfil all the obligations of the contract, which provides for a subsidy of £80,000 for 12 knots, £70,000 for 11 knots, and £60,000 for 10 knots.

London, 5th March.

We are, &c.,
LAWRENCE, CLARK, & CO.

No. 27.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON.

General Post Office,
Sydney, 20 May, 1874.

SIR,

I am directed to enclose herewith, for the information of the Postmaster General of New Zealand, a copy of correspondence which has taken place between this Department and Mr. H. H. Hall, the Managing Director of the Australasian and American Mail Steamship Company, in reference to the working of the service *viâ* San Francisco.

I have, &c.,
S. H. LAMBTON.

[Enclosure.]

Letters from H. H. Hall, dated 5 and 11 May, 1874. (See Nos. 24 and 25.)

Letter from Secretary, G.P.O., to H. H. Hall, dated 11 May, 1874. (See 26.)

No. 28.

THE PRINCIPAL UNDER SECRETARY to THE UNDER SECRETARY FOR FINANCE AND TRADE.

Colonial Secretary's Office,
Sydney, 1 June, 1874.

SIR,

I am directed to state that, in reply to an application from Mr. H. H. Hall, Managing Director of the Australasian and American Mail Steamship Company, by whom the Australasian Steam Navigation Company's steamship "City of Adelaide" had been chartered to take the place of the "Mongol" appointed to leave this port with the mails under his contract on Saturday, the 9th ultimo, the Colonial Secretary, on behalf of this Government, guaranteed the stipulated payment of eighteen hundred pounds per lunar month to the owners of the "City of Adelaide," but for two lunar months only, and the proportional amount for any number of additional days short of a lunar month which might elapse before the return of the vessel to the port of Sydney. It was intimated to Mr. Hall that should the services of the vessel be considered necessary beyond the period above limited, and the guarantee of the Government be still required, his application must be renewed.

£1,800.

2. I am further desired to state that the Colonial Secretary approves of the moneys being paid on Mr. Hall's order.

I have, &c.,
(For the Under Secretary),
WM. GOODMAN.

No. 29.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, N.Z., to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

General Post Office,
Wellington, 5 June, 1874.

SIR,

I have to acknowledge with thanks the receipt of a copy of correspondence which has been exchanged between your Department and Mr. H. H. Hall, the Managing Director of the Australasian and American Mail Steamship Company, in reference to the manner in which the San Francisco Mail Service is being performed.

2. In return, I am directed to forward, for the information of the Postmaster General of New South Wales, a copy of a letter which it has been considered advisable to address to Mr. Hall.

I have, &c.,
W. GRAY,
Secretary.

[Enclosure.]

[Enclosure.]

The Postmaster General, Wellington, N.Z., to H. H. Hall, Sydney.

General Post Office,
Wellington, 5 June, 1874.

SIR,

As you are aware, I have had occasion to address several letters to you complaining of the highly unsatisfactory manner in which you have been performing your contract, so far as the interests of this Colony were concerned.

I had hoped that the remonstrances which I made would have had the effect of the service being placed on a more satisfactory footing, and that the through boats would be permitted to alternate regularly; but, so far from this being the case, the provisions of your contract are persistently set at defiance, and you continue to disregard the interests of this Colony.

2. I am again compelled to take the strongest possible exception to the manner in which you habitually disregard your contract obligations. You have thought proper to place the "City of Adelaide" on the line, and to send her on to Port Chalmers, and ordered the "Tartar" (the last through boat from San Francisco) on to Sydney from Kandavau, instead of allowing her to proceed to Port Chalmers. The "Mongol," one of the boats named in the contract, you have withdrawn from the service, and employed in her place a steamer both of inferior tonnage and speed; and this has been carried out without the slightest reference being made to this department, or authority obtained with regard to the employment of the "City of Adelaide." The "Cyphrenes" (a vessel which has not yet been approved of as suitable for the service) was despatched from New Zealand last month with an insufficient supply of coal, and had to be coaled at Kandavau, from the "City of Adelaide," causing an unnecessary detention both to the Homeward mails and the mails for New Zealand of fully twenty-four hours. This serious delay could have been avoided had the "Cyphrenes" been coaled in New Zealand. The "City of Adelaide," through having to supply coal to the "Cyphrenes," was compelled to coal on her way down the coast, again causing our mails to be still further delayed. It is also observed that while the detention of the New Zealand mails at Kandavau appears to have been considered a matter of apparent indifference, every effort was made to prevent the New South Wales mails being unnecessarily delayed, as the "Tartar" was despatched to Sydney from Kandavau with all possible speed, taking on the cargo for New Zealand which should have been transhipped into the "City of Adelaide." I cannot but think that had the "Tartar" been proceeding to Port Chalmers instead of Sydney, your agent would not have shown such alacrity in sending her on without first transhipping the Sydney cargo. These delays make the service useless to the Province of Otago for the purpose of replying to letters received by the inward mail, and they occasion extra expense through a larger use of the Suez service.

3. I have also to direct your attention to the fact that the mail agents returning by the "Tartar" complain that they were not provided with proper accommodation on the voyage to San Francisco; and when the purser was appealed to they received uncivil treatment, and were informed that the passengers were first to be berthed. I need not point out to you what is due to the mail agents; but I must insist upon their receiving proper treatment at the hands of your officers, otherwise I may cause to be exercised the powers vested in me by the fourth clause of the contract.

4. The service has now been in operation for some time, and New Zealand has had but two through steamers to San Francisco, and not one from San Francisco to Port Chalmers, while no complete voyage has been performed within the least of the three of the times stipulated for in the contract; and this is not entirely the result of accident, but is rather to be attributed to the fact that it appears to the contractors to be of greater importance to carry large numbers of passengers than to observe the terms of their contract. The turning back of the "Mikado" is a case in point; and it has been reported to me the "Mikado" was so overcrowded with passengers that so many as eleven adults were allotted to one cabin, and that the total number of saloon passengers carried on the occasion of her being turned back from Kandavau amounted to nearly 130—about sixty-five in excess of the number authorized to be carried by law. It is unfortunate that the provisions of the Merchant Shipping Act do not apply to vessels carrying passengers from Kandavau (of which fact you are probably aware), as I should otherwise have caused an information to be laid against Capt. Moore for carrying a larger number of passengers than the law permits.

5. Your disregard of the provisions of the contract involves, I am advised, several breaches of the bond, and the sureties have been rendered liable to be sued for the sum of twenty-five thousand pounds (£25,000); besides that, the contractors can be sued for a like amount. I am also advised that without suing it would be competent to retain all subsidies due to you till the sum of twelve thousand five hundred pounds is paid (£12,500). You have also given sufficient grounds for rescinding the contract.

6. While I have no desire, at present, to adopt extreme measures in respect of the breaches of the contract, I reserve my right to do so, and I have to insist that the service be performed for the future in a more satisfactory manner, and in accordance with the terms of the contract. Although I have sanctioned the payment of the subsidy due in respect of the voyage just completed by the "City of Adelaide," the right to withhold payments is not given up, but only held over for future consideration. And with regard to the employment of the "Cyphrenes" and the "City of Adelaide," I wish it to be clearly understood that the mere delivery of mails on board these vessels is not to be treated as an approval, or a waiver of the neglect to comply with the stipulations contained in the contract.

I have, &c.,
JULIUS VOGEL.

No. 30.

THE COLONIAL SECRETARY, NEW SOUTH WALES, to THE COLONIAL SECRETARY, NEW ZEALAND.

Colonial Secretary's Office,
Sydney, 6 June, 1874.

Sir,

I have the honor to enclose copies of correspondence between Mr. H. H. Hall and this Government in respect to the charter of the steamship "City of Adelaide" for the Pacific Mail Service. It was reluctantly that compliance was granted here to the request to employ temporarily vessels belonging to this port, although it was felt that much consideration was due to the contractors in carrying out at so short a notice the temporary service. They had lost no time in sending to these seas five vessels of fair capacity and speed to enter upon this temporary contract, and they appeared to be fully alive to the interests of the two subsidizing Colonies in building without loss of time the ships for the service under their permanent contract. Due weight was given to these circumstances in consenting to the proposal to employ for short periods the "City of Melbourne" and "City of Adelaide."

¹⁴ Jan., 1874.
¹⁵ Jan., 1875.
⁵ May, 1874.
⁷ May, 1874.

2. I enclose for your information a copy of the Business Paper, containing the decision of the Legislative Assembly, approving of the Pacific Mail Service.

I have, &c.,
HENRY PARKES.

* *Vide* Nos. 5, 6, 20, and 21.

No. 31.

THE COLONIAL SECRETARY, NEW ZEALAND, to THE COLONIAL SECRETARY, NEW SOUTH WALES.

Colonial Secretary's Office,
Wellington, 7 July, 1874.

Sir,

I have the honor to acknowledge the receipt of your letter of the 6th ultimo, enclosing copies of correspondence between Mr. H. H. Hall and your Government in respect to the charter of the steamships "City of Melbourne" and "City of Adelaide" for the Pacific Mail Service, and to convey to you the thanks of this Government for the information contained therein.

I have, &c.,
DANIEL POLLEN.

No. 32.

THE SECRETARY, GENERAL POST OFFICE, to H. H. HALL, Esq.

General Post Office,
Sydney, 30 June, 1874.

Sir,

Referring to previous correspondence on the subject of the irregular performance of the temporary mail service between this Colony and San Francisco, and especially to my letter of the 11th May last, I am directed to state that a communication dated the 5th instant has been addressed to this Department by the New Zealand Postal Authorities, enclosing a copy of a letter which the Postmaster General of that Colony has deemed it necessary to forward to you, in which he animadverts in strong terms of dissatisfaction upon the non-fulfilment of the terms of the temporary contract as regards New Zealand.

Mr. Vogel particularizes the disregard of your contract obligations as follows, viz.—"That you have thought proper to place the "City of Adelaide" on the line, and to send her on to Port Chalmers, and ordered the "Tartar" (the last through boat from San Francisco) on to Sydney from Kandavau, instead of allowing her to proceed to Port Chalmers; that the "Mongol," one of the boats named in the contract, you have withdrawn from the service and employed in her place a steamer, both of inferior tonnage and speed, and that this has been carried out without the slightest reference to New Zealand, or authority obtained with regard to the employment of the "City of Adelaide."

That "the "Cyphrenes" (a vessel which has not yet been approved of as suitable for the service), was dispatched from New Zealand last month with an insufficient supply of coal, and had to be coaled at Kandavau from the "City of Adelaide," causing an unnecessary detention both to the homeward mails and the mails for New Zealand, of fully twenty-four hours; that this serious delay would have been avoided had the "Cyphrenes" been coaled in New Zealand, and that the "City of Adelaide," through having to supply coal to the "Cyphrenes," was compelled to coal on her way down the coast, again causing the New Zealand mails to be still further delayed."

That "while the detention of the New Zealand mails at Kandavau appears to have been considered a matter of apparent indifference, every effort was made to prevent the New South Wales mails being unnecessarily detained, as the "Tartar" was despatched to Sydney from Kandavau with all possible speed, taking on the cargo for New Zealand, which should have been transhipped into the "City of Adelaide."

Mr. Vogel goes on to say that he "cannot but think that had the 'Tartar' been proceeding to Port Chalmers instead of Sydney, your agent would not have shown such alacrity in sending her on without first transhipping the Sydney cargo," and that these make the service useless to the Province of Otago for the purpose of replying to letters received by the inward mail, and "thus occasion extra expense through a larger use of the Suez service."

Mr. Vogel next directs attention to the fact "that the mail agents returning by the 'Tartar' complain that they were not provided with proper accommodation on the voyage to San Francisco, and when the purser was appealed to they received uncivil treatment, and were informed that passengers were first to be berthed."

*80—1f

Further,

Further, that "the service has now been in operation for some time, and New Zealand has had but two through steamers to San Francisco, and not one from San Francisco to Port Chalmers, while no complete voyage has been performed within the least of the three of the times stipulated for in the contract; that this is not entirely the result of accident, but is rather to be attributed to the fact that it appears to the contractors to be of greater importance to carry large numbers of passengers than to observe the terms of their contract; that the turning back of the "Mikado" is a case in point, and it has been reported to New Zealand that the "Mikado" was so overcrowded with passengers that so many as eleven adults were allotted to one cabin, and that the total number of saloon passengers carried on the occasion of her being turned back from Kandavau amounted nearly 130, about sixty-five in excess of the number authorized to be carried by law."

Mr. Samuel desires me to call your attention to the several complaints referred to in the foregoing, and to request that you will be good enough to furnish him with a full explanation in each case, for the reason that although the complaints in question specially apply to New Zealand, the Government of New South Wales is interested equally with that of New Zealand in the service being carried out satisfactorily.

I am, moreover, to impress upon you the fact that it is a matter of anxiety to this Government that the two Colonies contributing the subsidy should, at all times, be equally considered in carrying out the contract, and that the Colony of New South Wales is not desirous of any advantage not equally extended to New Zealand.

Mr. Samuel wishes me to add that Mr. Vogel is in error in saying that the "Cyphrenes" was not approved; Mr. Russell and himself having, in England, consented to the employment of that vessel.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 33.

THE SECRETARY, GENERAL POST OFFICE, TO THE PRINCIPAL UNDER SECRETARY.

General Post Office,
Sydney, 2 July, 1874.

SIR,

I am directed to forward herewith, for the information of the Honorable the Colonial Secretary, a copy of a communication which the Postmaster General has caused to be addressed to Mr. H. H. Hall, of Sydney, respecting irregularities in connection with the Mail Service *via* San Francisco.

I have, &c.,
S. H. LAMBTON.

[Enclosure—Copy of letter from Secretary, G. P. O., to Mr. Hall, dated 30 June, 1874. See No. 32.]

No. 34.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, TO THE SECRETARY, GENERAL POST OFFICE, WELLINGTON.

General Post Office,
Sydney, 2 July, 1874.

SIR,

I am directed to acknowledge the receipt of your communication dated the 5th ultimo, enclosing copy of a letter addressed by your Department to Mr. H. H. Hall, of Sydney, respecting irregularities in connection with the Mail Service *via* San Francisco.

I am to state that Mr. Samuel has caused a communication to be addressed to Mr. Hall on the subject, a copy of which is forwarded herewith for the information of the Postmaster General of New Zealand.

I have, &c.,
S. H. LAMBTON.

[Enclosure—Copy of letter from Secretary, G. P. O., to Mr. Hall, dated 30 June, 1874. See No. 32.]

No. 35.

H. H. HALL, Esq., TO THE SECRETARY, GENERAL POST OFFICE.

The Australasian and American Mail Steamship Company,
Sydney, 8 July, 1874.

SIR,

I am in receipt of your letter, No. B 74/2,893, dated 30th June, informing me that a communication dated 5th ultimo has been addressed to your Department by the New Zealand Postal Authorities—(a similar communication has been received by me from the Honorable Julius Vogel). In reply, I have the honor to inform you that I have used my best endeavours, in the carrying out of the temporary contract, to place each Colony on an equal footing. I may also state to you that the cost of the conduct of this service, so far as New Zealand is concerned, exceeds the amount of subsidies received from this Colony and New Zealand. I need not tell you that I have had no less than eight ships employed in the service, but I find that until I get the new ships into the service, which will be of equal tonnage and speed, it will be impossible for me to give either this Colony or New Zealand entire satisfaction. I have now the "Cyphrenes," "Tartar," "Mikado," and "Maegregor," fitted out and in thorough order, and if no serious mishaps occur, I believe I shall be able to bring the service near to something like punctuality.

I have, &c.,
H. H. HALL,
Managing Director.

Submitted, S.H.L., 8/7/74. Seen, S.S., 8/7/74. Send copy to New Zealand.—S.S., 10/7/74.

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No. 36.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON, NEW ZEALAND.

Sydney, 11 July, 1874.

SIR,

Adverting to my letter on the subject, dated the 2nd instant, I am directed to forward herewith, for the information of the Postmaster General of New Zealand, a copy of a communication which has been received from Mr. H. H. Hall, of Sydney, in reference to irregularities in the performance of the Mail Service *via* San Francisco.

I have, &c.,
S. H. LAMBTON,
Secretary.

[Enclosure, letter from H. H. Hall to Secretary, General Post Office, Sydney, dated 8th July, 1874. See No. 35.]

No. 37.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, NEW ZEALAND, to THE SECRETARY, GENERAL
POST OFFICE, SYDNEY.

New Zealand.
General Post Office,
Wellington, 11 September, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter of the 11th July last, B. M. 3229, forwarding copy of a communication received from Mr. H. H. Hall, in reference to irregularities in the performance of the Mail Service *via* San Francisco.

I have, &c.,
W. GRAY.

No. 38.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, NEW ZEALAND, to THE SECRETARY, GENERAL
POST OFFICE, SYDNEY.

General Post Office,
Wellington, 20 June, 1874.

SIR,

I have been directed to forward, for the information of the Postmaster General of New South Wales, the enclosed copy of further correspondence which has taken place between this Department and Mr. H. H. Hall.

I have, &c.,
W. GRAY,
Secretary.

[Enclosure.]

H. H. Hall, Sydney, to The Postmaster General, New Zealand.

Australasian and American
Mail Steam Ship Company,
Sydney, 19 May, 1874.

Sir,

Referring to my letter of 11th ultimo, I have now the honor to acknowledge receipt of your despatch, marked F 74-159, dated 10th ultimo, the contents of which are duly noted. I have nothing to add to my last letter except to repeat that so soon as circumstances will permit, your requests in regard to the conduct of the San Francisco Mail Service will be carried out. I am again disappointed in reference to ships—and have to inform you that I have had to charter the steamship "City of Adelaide" to take the place of the "Mongol," which vessel has to proceed to England *via* China, for the purpose of having a new low-pressure cylinder put in, in consequence of a crack to the one at present in the vessel. The engineer informs me that the accident occurred on her voyage from Wellington to Auckland. The "Macgregor" will not be ready to take her place in the service for six weeks. I need hardly tell you that all these mishaps are a very serious matter to our Company, and I am only afraid that owing to all these drawbacks my friends in England will be very much discouraged, so much so that, unless your Government and the Government of New South Wales act liberally with us, it will be a difficult matter for me to carry through the contract—our losses up to the present time amount to upwards of £40,000. I may tell you that we have plenty of good friends in England, who keep constantly setting before my friends there the losses sustained by the old Panama Company, Wobb & Co's., and my old line,—and there are also parties in this Colony who busy themselves in making also known to my friends there that it will be a ruinous thing for our Company to continue running our steamers to New Zealand.

I

I am informed that the sum of £3,799 is the only amount of subsidy that has yet been paid by your Government, while I have received £12,500 from New South Wales. I have despatched six vessels from New Zealand, being equal to five services, and which entitles me to the amount of £11,538 9s. 2d.; and you will permit me to say that I do think this amount, less £3,799, should be paid without any demur on the part of your Government, it being only at the rate of £30,000 per annum. I may inform you that the whole amount received by my New Zealand agents, for passage money and freights, have all been expended there with the exception of £200.

I have only to add, that you will require to assist and carry me through this trying point.

I have no fear of the ultimate success of my undertaking, when I get ships over which I shall have complete control.

Trusting that this letter will meet with your usual foresight and favorable consideration,—

I have, &c.,

H. H. HALL,
Managing Director.

[Enclosure No. 2.]

The Postmaster General, New Zealand, to H. H. Hall, Esq., Sydney.

General Post Office,

Wellington, 8 June, 1874.

Sir,

Since addressing you on the 5th instant I have received your letter of the 19th ultimo.

2. In reply thereto, I have to say that the expression "so soon as circumstances will permit, your requests, in regard to the conduct of the San Francisco Mail Service, will be carried out," is not a satisfactory assurance to me. I see no reason whatever why the terms of the contract respecting through boats should not be immediately carried out, and I beg to inform you that I require this to be done.

3. As to your explanation that the "City of Adelaide" was chartered because the "Mongol" had to proceed to England, *via* China, for the purpose of being repaired, I have to observe that it appears curious that a vessel which was found to be not efficient for the service from Sydney to San Francisco should be considered fit to be sent to England *via* China. Supposing the "Mongol" could not have been repaired in Sydney, as I think she could, it is to be presumed that she would have been sent to England direct. I am sorry to have to say that the information at my disposal leads me to suppose that it was originally intended the "Mongol" should proceed to China, and that she has been dispatched in pursuance of that intention, rather than because of an accident, of which I am now informed for the first time.

4. If such an accident as that of which you speak did occur to the "Mongol" between Wellington and Auckland, your officers were guilty of a grave breach of the law in not reporting it at Auckland.

5. With respect to the subsidy we have paid you, and the balance which you say we owe you, I have to observe that we have on each occasion paid the absolute amount due under the contract, except that, in the first instance, we made some allowances in your favour. I find that up to date payments amounting to seven thousand three hundred and forty-three pounds four shillings and sixpence (£7,343 4s. 6d.) have been made to your agents. To this amount should be added the sum of five hundred pounds paid by this Department for collecting the outward mails in December and January and distributing the inward mail in February, but deducted from the payment due the contractors. It will thus be seen that our actual payments on account of the San Francisco Service amount to seven thousand eight hundred and forty-three pounds four shillings and sixpence (£7,843 4s. 6d.). I have abstained from deducting any part of the subsidies as a set-off against the penalties you have incurred, although, as I informed you in my letter of the 5th instant, I have the right to do so.

6. I have no account of the payments made to you by the Government of New South Wales beyond your statement that you have received twelve thousand five hundred pounds (£12,500). Clearly, that amount includes payments in excess of the sum due under the contract. You state that you have performed five complete services, but such is not the fact. The vessel due from San Francisco at Auckland on the 27th February completed the first round voyage. Three other services have been completed since then; so that four round voyages have been performed.

7. I am sorry to notice the doleful account you give of your prospect. This Government would have been willing to co-operate with the Government of New South Wales in treating you most liberally had you not shown such a systematic disregard of the interest of the Colony.

8. The Postmaster General of New South Wales has been good enough to forward me copy of the correspondence he has had with you on the subject of the irregular manner in which you have performed the service, and it is evident that he also recognizes most of the faults of which I complain.

I have, &c.,

JULIUS VOGEL.

Submitted.—S.H.L., 10/7/74. Acknowledge receipt.—S.S., 16/7/74.

No. 39.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, to THE SECRETARY, GENERAL POST OFFICE,
SYDNEY.

General Post Office,

Wellington, 23 June, 1874.

SIR,

In continuation of my letter of the 20th instant, I have been directed to forward, for the information of the Postmaster General of New South Wales, the enclosed copy of correspondence between Mr. H. H. Hall and this Department relating to the San Francisco Service.

I have, &c.,

W. GRAY,
Secretary.

[Enclosure

[Enclosure 1.]

The Postmaster General, New Zealand, to H. H. Hall, Esq.
New Zealand.General Post Office,
Wellington, 20 June, 1874.

Sir,

I have to acknowledge receipt of your letter of the 2nd instant.

2. I have already addressed you fully on the subject of the irregularities of the service, and no object would be gained were the discussion continued in this letter. I do not deny that which, in effect, you urge in your letter now under reply, viz., that you have undertaken large responsibilities, but I would point out that it was for you and your associates to have fully considered the nature of the responsibilities at the time you made the contract.

3. I was disposed to have acted very leniently with you until I observed the systematic manner in which you were disposed to evade the terms of your contract on a point of particular importance to the Colony—that of the regular alternation of the through boats.

I have, &c.,
JULIUS VOGEL.

[Enclosure 2.]

H. H. Hall, Esq., to the Postmaster General, New Zealand.

Sydney, 2 June, 1874.

Sir,

I had the honor of addressing you on the 19th ultimo. Since then am in receipt of your despatches marked F 74/200, F 74/202, F 74/203, and F 74/204, dated 4th and 7th ultimo.

You blame me for non-fulfilment of the contract, and inform me that you shall exact all the fines and penalties which the contract authorizes. You certainly cannot be aware that I have had six ships engaged for many months in the service for the purpose of trying to fulfil my contract, but, owing to the unavoidable accidents and mishaps, I have not been able to carry out to the letter my contract. I take leave to submit for your information the following facts, viz. :—

- 1st. The "Governor Blackall" was chartered for two trips, which was strictly in accordance with my agreement.
- 2nd. The "City of Melbourne" was chartered in consequence of the "Mikado" taking passengers and freight from Hong Kong to New Zealand.
- 3rd. The next mishap was the "Macgregor" getting ashore at Kandavau. This disarranged my plans, and prevented the "Tartar" going to Dunedin direct, and thence to Frisco.
- 4th. The next disarrangement was on account of the overbooking passengers here and at New Zealand, which compelled me to send the "Mikado" back to San Francisco.
- 5th. The next mishap, and which caused another disarrangement, was in finding that I would be compelled, as stated in my last letter, to send the "Mongol" to England for repairs in consequence of a crack in her low-pressure cylinder.
- 6th. The next mishap, and which caused another disarrangement, is the "Tartar" touching on a reef on her voyage from Fiji to San Francisco, and compelling her to return to Sydney for docking; and this will be the case with the "Mikado," as she will have to come on here to be docked in consequence of her getting ashore at Honolulu.

When you consider the number of ships, viz., "Macgregor," "Mikado," "Tartar," "Mongol," "Cyphrones," "Governor Blackall," "City of Melbourne," and the "City of Adelaide," I do not think you will be at a loss to estimate the enormous expenditure I have been put to in order to enable me to carry out my contract.

I purpose, so soon as the "Macgregor's" repairs are completed, to send her on to Auckland to meet the "City of Adelaide" on 6th proximo. She will then proceed to San Francisco with the mails, passengers, and freight.

I may inform you that I am threatened with a line of steamers, to run direct to San Francisco from here. A great many of the mercantile community here are of the opinion that the Service cannot be done within the time specified while we made our connections with the through boats at Kandavau. I am not afraid of the opposition indicated, neither am I afraid of not doing the service according to contract time when once I get the new ships, but I certainly do expect you to assist me in accomplishing my object, and crave your forbearance as to exacting the penalties and fines referred to in your despatches.

Your Government cannot but admit that we have spared no expense in endeavouring to carry out the temporary contract; and, again, the class of ships that are being built for the permanent service is another indication of the desire we have to carry out to the utmost what has been undertaken, and I trust, therefore, that your Government will meet us in a similar spirit.

I have, &c.,
H. H. HALL,
Managing Director.

Submitted.—S.H.L., 10/7/74. Acknowledge receipt.—S.S., 16/7/74.

No. 40.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON.General Post Office,
Sydney, 17 July, 1874.

SIR,

I am directed by the Postmaster General to acknowledge the receipt of your letters respectively dated the 20th and 23rd ultimo, enclosing copies of further correspondence which has taken place between your department and Mr. H. H. Hall, of Sydney, on the subject of irregularities in connection with the Mail Service *via* San Francisco.

I have, &c.,
S. H. LAMBTON.

No. 41.

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No. 41.

TELEGRAM from MESSRS. LAWRENCE, CLARK, & Co., LONDON, to THE POSTMASTER GENERAL.

6 July, 1874.

WE are advancing charter moneys to steamer under Forbes & Hall's authority to receive subsidies. Can we rely on Government securing us telegraph immediately?

No. 42.

THE POSTMASTER GENERAL, SYDNEY, to H. H. HALL, Esq.

General Post Office,

Sydney, 8 July, 1874.

SIR,

I have the honor to enclose copy of a telegram received by me this morning, from Messrs. Lawrence, Clark, & Co., of London, and which I read to you at our interview.

As you cannot afford me a satisfactory explanation of this message, I must request you to telegraph to your co-contractor, Mr. Forbes, for full particulars as to what is meant, and you will oblige by acquainting me with the nature of the reply received as soon as possible.

I have, &c.,

SAUL SAMUEL.

[Enclosure, telegram from Lawrence, Clark, & Co., to Postmaster General, dated 6 July, 1874. See No. 41.]

No. 43.

H. H. HALL, Esq., to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 16 July, 1874.

SIR,

In the event of your sending a telegram to Lawrence, Clark, & Co., London, saying that this Government will guarantee to pay to the owners of the "Tartar" the subsidy payable by the New South Wales Government for the voyage of that vessel from San Francisco, leaving that port this month (July) with the mails for Sydney and New Zealand, I engage, on behalf of myself and co-contractor, Mr. Forbes, to sign any letter or other document that may be deemed necessary by you authorizing you to pay the money in fulfilment of such guarantee.

I am, &c.,

H. H. HALL.

No. 44.

TELEGRAM from LAWRENCE, LONDON, to H. H. HALL, SYDNEY.

15 July, 1874.

AUSTRALIAN mails left New York to day; will arrive at San Francisco 19th. Forbes seriously ill. "Tartar" withdrawn by owners. We will arrange for her return to Sydney, provided subsidy for voyage be secured to owners. Get Samuel to telegraph reply sharp to us, that we may guarantee this. "Macgregor's" two boats will be continued same basis.

No. 45.

TELEGRAM from THE POSTMASTER GENERAL, SYDNEY, to LAWRENCE-CLARK, LONDON.

16 July, 1874.

THIS Government guarantees to owners its subsidy for voyage of "Tartar," subject to Forbes' concurrence.

No. 46.

THE POSTMASTER GENERAL, SYDNEY, to MESSRS. LAWRENCE, CLARK, & Co., LONDON.

23 July, 1874.

WHEN will new boats be ready? Service promises to be great success. Reply.

No. 47.

TELEGRAM from MERRILL, SAN FRANCISCO, to THE POSTMASTER GENERAL, SYDNEY.

23 July, 1874.

MAILS detained—wanting funds. Shall we charter steamer, Government account? Who London will honor disbursement draft.

No. 48.

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No. 48.

TELEGRAM FROM COLONIAL SECRETARY TO THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON.

Sydney, 24 July, 1874.

MAILS from London, June 30th, detained at San Francisco for want of steamer. See immediately Lawrence, Forbes, De Bussche, and Cunningham. Urgent.

No. 49.

TELEGRAM FROM THE POSTMASTER GENERAL, SYDNEY, TO MERRILL, SAN FRANCISCO.

25 July, 1874.

CONTRACTORS bound to provide steamer under penalty—twenty-five thousand pounds. Where is "Tartar"?

No. 50.

TELEGRAM FROM LAWRENCE, LONDON, TO THE POSTMASTER GENERAL, SYDNEY.

24-25 July, 1874.

CONTRACTORS unable to carry out contract. Owners, builders, agreed combining to perform service efficiently, provided contracts extended twelve years—with hundred thousand—ten knots' Elder's boats, November—get Oriental Bank telegraph—Larkworthy pay £1,100 "Tartar." Reply.

No. 51.

TELEGRAM FROM THE POSTMASTER GENERAL, SYDNEY, TO LAWRENCE, LONDON.

27 July, 1874.

CONTRACTORS *must* at once send on mails from 'Frisco.

No. 52.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, TO H. H. HALL, Esq.

Sydney, 27 July, 1874.

SIR,

I am directed to state, that the Postmaster General has received a telegram, dated 23rd July, from Messrs. Merrill, your agents at San Francisco, in which it is stated that the mails are "detained, wanting funds," and they ask, "shall we charter steamers Government account? Who London will honor *diartgraldmo* (*gy.* disbursement) draft?"

Mr. Samuel desires me to request that you will give your immediate attention to this important matter, with a view to the removal of the difficulties which appear to have arisen at San Francisco.

I am also to express Mr. Samuel's regret that the arrangements of the contractors should admit of the existence of obstacles involving so gross a detention of the mails.

I am to request that you will afford a full explanation of the serious breach of your contract which is occasioned by the detention of the "Tartar" at San Francisco, and to point out that, under the bond, the contractors and their sureties are liable to the forfeiture of the sum of £25,000.

I have, &c.,

S. H. LAMBTON,

Secretary.

No. 53.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, TO H. H. HALL, Esq.

Sydney, 27 July, 1874.

SIR,

I am directed to inform you that it has been reported to the Postmaster General, that the B.M.S. "Macgregor," upon the last trip from Sydney to San Francisco, left this port very much overloaded, whereby not only was the safety of the vessel and mails endangered, but the voyage would probably be prolonged.

Mr. Samuel has also heard that the "Tartar," the steamer which left here on the 6th ultimo, was insufficiently manned at the time of her departure.

I am to state that the conveyance of the mails with regularity, and within the period provided by the contract, appears to be entirely ignored in the desire to obtain a large passenger and goods traffic.

I am further instructed to say, that Mr. Samuel will insist upon a strict fulfilment of all the conditions of the contract, and that in future no vessel conveying the mails is to proceed to sea until the Postmaster General has received a report whether she is sufficiently manned and in every way seaworthy and fitted for the service. Captain Hixson, the President of the Marine Board, will also be directed to make such inquiries as may be deemed necessary to enable a correct opinion to be formed on these points.

I have, &c.,

S. H. LAMBTON,

Secretary.

No. 54.

No. 54.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE PRESIDENT, MARINE BOARD, SYDNEY.

General Post Office,
Sydney, 27 July, 1874.

SIR,

I am directed to inform you that numerous reports have lately reached the Postmaster General that, in some instances, the steamers employed in the conveyance of the mails from Sydney to San Francisco have been put to sea insufficiently manned, and overloaded with passengers and cargo.

As the due delivery of the homeward mails is likely to be interfered with, and, perhaps, the safety both of passengers and mails endangered by the want of proper arrangements on the part of the Mail Steamship Company, I am to request that, in future, you will be so good as to cause full inquiries to be made in respect of the seaworthy condition of the mail steamer, and report whether she is adequately equipped in every respect, and not excessively loaded when ready to proceed to sea.

I have, &c.,
S. H. LAMBTON.

P.S.—The Postmaster General will be glad to see you respecting this matter.

No. 55.

TELEGRAM sent 30th July, 1874, from The Agent General for New South Wales to The Colonial Secretary, Sydney.

FORBES-Cunningham in America. Forbes' son says Forbes will not go on. Clark is declining to book passengers, but says temporary arrangements will be made, and hopes form Company. Telegram from Frisco—"Tartar" sailed 28th with mails.

No. 56.

H. H. HALL, ESQ., to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australian and American Steamship Company,
Sydney, 31 July, 1874.

SIR,

I am in receipt of your letter of No. B.74, dated 27th instant, and in reply have the honor to inform you, that I am not aware of the cause of the "Tartar's" detention at San Francisco, but I believe it has arisen through the mishap of the steamer touching on a reef on her way to San Francisco.

When the correct cause is known it will be reported to you.

I have, &c.,
H. H. HALL.

No. 57.

H. H. HALL, ESQ., to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

The Australasian and American Mail Steamship Company,
July 31, 1874.

SIR,

I am in receipt of your letter, No. B.74., dated 27th instant, referring to the report respecting the S. S. "Macgregor" leaving this port in an unfit state for sea.

In reply, I have the honor to inform you that this vessel was regularly surveyed, and found to be in every way fitted for the voyage, and in accordance with the terms of my contract. This will also apply to the last voyage of the "Tartar."

Your informing me of Captain Hixson, of the Marine Board, being instructed to hold a survey meets my approval.

I have, &c.,
H. H. HALL.

Submitted.—S.H.L., 3/8/74. Seen.—S.S., 4/8/74.

No. 58.

TELEGRAM from Agent General for New South Wales, London, to Colonial Secretary, Sydney.

5 August, 1874.

FORBES-Cunningham still America. Forbes gazetted out of firm Russell, Shanghai; has already lost £40,000; bills for building ships dishonored; building stopped. Clark says, temporary service must collapse unless owners of chartered ships are paid, through New Zealand Bank in London; amount of subsidies earned since 1st July, and unless payment guaranteed similarly of subsequent subsidies when earned.

If this conceded, "Macgregor," "Mikado," positively sail advertised dates. Featherstone has recommended to pay "Tartar"-⁶Macgregor" subsidies to New Zealand Bank, to pay over here. I wait instructions.

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No. 59.

TELEGRAM from Colonial Secretary to Agent General for New South Wales, London. Received, 8 August, 1874. Dated, Sydney, 6th, 6 p.m.

SEE LAWRENCE. See all telegrams between London and Sydney. Situation urgent. Spare no effort to continue service, without releasing contractors or sureties. Government will, upon order of contractors, pay subsidies to owners upon every completed voyage, according to contract. Communicate with Forbes and sureties, and learn intentions.

No. 60.

TELEGRAM FROM THE COLONIAL SECRETARY, SYDNEY, TO THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON.

Sydney, 7 August, 4:20 p.m.

YOURS of 5th instant received. Subsidies to present date all paid. Hall's difficulties here appear to have arisen from chartering boats on spot at excessive rates, and expending large sum on repairs of "Macgregor's" service must have been undertaken without sufficient provision as vessels have filled with freight and passengers. Hall left Sydney in last steamer for 'Frisco. "Mikado" and "Macgregor" amply covered by expenditure on "Macgregor" £11,000. Advise with Government solicitors and Mackrel as to notifying sureties that bond will be enforced. This supplied for your guidance. Show Lawrence if necessary.

No. 61.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, TO MESSRS. HALL AND FORBES.

General Post Office,
Sydney, 10 August, 1874.

GENTLEMEN,

A report has reached the Postmaster General, which he cannot disregard, that the contractors for the temporary Mail Service will not be prepared with a steamer for the conveyance of the mails to leave here for San Francisco on the 29th instant.

Mr. Samuel will be glad to know from you whether there is any truth in what he has heard, and what arrangements are being made for the despatch of the mails this month, both from here and San Francisco, in accordance with the conditions of your contract.

I have, &c.,
S. H. LAMBTON.

No. 62.

H. H. HALL, Esq. (BY HIS ATTORNEY, WM. BUYERS, Esq.) TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

The A. & A. M. S. Company,
Sydney, 11 August, 1874.

SIR,

In reply to your letter of 10th instant, I have the honor to inform you that it is impossible for me, under present circumstances, to despatch a steamer this month with the mails for San Francisco.

I have, &c.,
H. H. HALL,
By his Attorney, W. BUYERS.

No. 63.

THE COLONIAL SECRETARY TO THE ATTORNEY GENERAL.

Colonial Secretary's Office,
Sydney, 12 August, 1874.

MY DEAR INNES,

I am anxious to obtain, before 12 o'clock to-morrow, an opinion on the following circumstances affecting the contract for the "Temporary Mail Service *via* San Francisco. The contractors are H. H. Hall and Paul S. Forbes, neither of whom is now in the Colony.

By the correspondence enclosed you will see that Mr. William Buyers, writing as Mr. Hall's attorney, informs the Postmaster General that no steamer will be provided to take the mails on the 29th instant, according to time-table. Does this failure on the part of the contractors (as thus announced) justify the Government in engaging steamer on contractors' account to convey the mails from Sydney on the 29th?

Is this such a failure within the terms and meaning of the contract and bond (enclosed) as vitiates the contract and renders the sureties now liable?

Yours faithfully,
HENRY PARKES.

No. 64.

ATTORNEY GENERAL'S OPINION.

San Francisco Mail Service.

BEFORE recognizing Mr. Buyers as the attorney of Mr. Hall, and acting upon any communication made by him in a matter wherein such relation to Hall is necessary, the Government should be satisfied, by an inspection of the power of attorney of the existence of that relationship. In the particular questions now submitted to me, however, this in my view is not material.

Assuming that a steamer does not, in accordance with the terms of the contract, leave Sydney on the 29th instant (or thereabouts), there will on that day accrue to the Government a right of action to recover the sum of £25,000 under the 28th and 29th paragraphs of the agreement; or a right to set off *pro tanto* the charges incurred in despatching a steamer "against any moneys payable to the contractor under or by virtue of the agreement" (see par. 29); or a right to sue on the bond any of the parties thereto.

The failure on the part of the contractors to dispatch a steamer on that date will be, in my opinion, a failure within the terms and meaning of the contract—in other words a breach of the contract—and will after that day (but not *now*) render all the parties liable as above indicated. In strict law there is not a breach until that day; but in my opinion the Government are entirely justified—not in engaging a steamer on the contractors' account, but in engaging a steamer on their own account, and thus in incurring the expenses necessary to prevent a break in the service,—and after the breach the expenses so incurred will be part of the damages recoverable from all or any of the parties to the contract or bond.

Mr. Buyers' letter is limited to "this month," and, perhaps, could hardly be regarded (on the authority of a series of cases from *Hochoter v. Delatow*, 2 Bl. and Bl. 678, down to the recent case of *Frost v. Knight*, L.R. 7, Ex. 111) as an express renunciation of the entire contract, enabling the Postmasters General to treat it on that footing.

As the contractors and sureties must be held strictly liable to carry out the contract, care must be taken that no arrangements made by this Government shall in any way interfere with them in their so doing; and no alteration can be made in the terms of the contract without the previously expressed assent of the sureties as well as of the contractors. I do not think any breach of the contract will be occasioned by the Government guaranteeing the payment of the amount of the subsidy to the owners of the vessels under charter, provided this is expressed to be as entirely beside and in no way interfering with the existing contract.

In the event of the contractors being prepared to dispatch a steamer on the 29th, notwithstanding Mr. Buyers' note to the contrary, they might refuse to recognize the claim of the Government to set-off the expenses incurred by the Government in providing another steamer, but this contingency is so remote as to be hardly worthy of consideration.

J. GEO. LONG INNES,
A.G.
13/8/74.

No. 65.

THE COLONIAL SECRETARY, NEW SOUTH WALES, to THE COLONIAL SECRETARY, NEW ZEALAND.

Colonial Secretary's Office,
Sydney, 3 August, 1874.

SIR,

I have the honor to enclose, for the information of the Government of New Zealand, copies of telegrams which have lately passed between the agents for the Pacific Mail Service and this Government in reference to the vessels employed under the temporary contract, and also copies of letters from the Postmaster General to Mr. H. H. Hall on the same subject.

2. You will observe from this correspondence that new difficulties threaten the service; and I shall be glad to be informed of the views of your Government as to the best course to be adopted.

I have, &c.,
HENRY PARKES.

No. 66.

THE COLONIAL SECRETARY, NEW SOUTH WALES, to THE COLONIAL SECRETARY, NEW ZEALAND.

Sydney, 11 August, 1874.

SIR,

Referring to my letter of the 3rd instant, on the subject of the probable failure of the contractors to continue the temporary Mail Service *via* San Francisco, I have now the honor to inform you that there is little prospect of a ship being provided by them to carry the mails from Sydney on the 29th instant.

In this unexpected state of things the Government of this Colony proposes to make arrangements with the Australasian Steam Navigation Company to take up the contract, subject to your concurrence.

If

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If your Government is in a position to forward the New Zealand mails to Kandavau—and I write under the belief that the "Cyphrenes" can be employed for that purpose—no break need occur on this side, and if prompt steps are adopted by both Governments in co-operation, it is hoped that no serious difficulties will occur at San Francisco.

It will facilitate the completion of new arrangements if you can authorize this Government to act for New Zealand in adopting means to continue the temporary service within the terms of the existing contract.

3. You will oblige by informing me, by telegram, of your wishes on receipt of this letter.

I have, &c.,
HENRY PARKES.

P.S.—It is intended to despatch the mails as usual from Sydney on the 29th under any circumstances. If by any untoward circumstances the New Zealand mails cannot be forwarded to Kandavau, and a telegram reaches Sydney in time, we will send boat of the 29th to meet them at Auckland; but we earnestly hope this necessity will be avoided.

H.P.

No. 67.

THE COLONIAL SECRETARY, NEW SOUTH WALES, to THE COLONIAL SECRETARY, NEW ZEALAND.

Sydney, 12 August, 1874.

SIR,

I have the honor to inform you that the following telegram was forwarded per "Hero" on the 11th instant, addressed to the Telegraph Office, Auckland, marked "Urgent," and "to take precedence of other messages":—

"To the Honorable Julius Vogel, C.M.G., Wellington.

Contractors of temporary service fail. This Government will arrange to send steamer with mails on 29th. Will you arrange to connect at Kandavau? In this difficulty have we authority to act for New Zealand, in securing continuation of service? Reply early as possible by telegram. Letters by mail.

I have, &c.,
HENRY PARKES."

No. 68.

TELEGRAM, sent 12th August, 1874, from Agent General for New South Wales, London, to Colonial Secretary, Sydney.

SURETIES notified by solicitors as instructed. Forbes cannot be found. Baring does not know address, so cannot obtain order from contractors to pay subsidy to owners. Lawrence Clark, say can do nothing more for temporary service as contractor's agents, but offer themselves to secure outward passages, "Macgregor," "Mikado," on payment guaranteed to owners, sum equal to subsidy without deductions; Lawrence Clark, interested in these two voyages, having booked passengers, but make no further definite offers. Solicitors and Mackerell advise you may employ others besides contractors to carry mails without prejudice to bond, but not Lawrence or Macgregor, without risk of complication and of having to pay subsidy twice over. Passengers booked through homeward passage "Tartar" had to pay again at 'Frisco, causing great distress; letters in *Times*.

No. 69.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

General Post Office,
Wellington, 30 July, 1874.

SIR,

I have been directed to forward, for the information of the Postmaster General of New South Wales, the accompanying copy of a letter, with enclosures, which has been directed to Mr. H. H. Hall.

I have, &c.,
W. GRAY,
Secretary.

[Enclosure 1.]

The Secretary, General Post Office, Wellington, to H. H. Hall, Esq., Sydney.

General Post Office,
Wellington, 20 July, 1874.

Sir,

I have been directed by the Postmaster General to transmit to you the enclosed copy of correspondence between this Department and your Wellington agents, in reference to a report received from the mail agent, who arrived by the "City of Adelaide," on her last voyage from Kandavau, in which it is alleged that unnecessary delay occurred in the transmission of the mails between Napier and Wellington.

2. The object desired in forwarding the correspondence is to direct your special attention to the letter of explanation Captain Brown has thought proper to forward for the information of the Government. It is not the intention to discuss that letter here. But I have to point out that it appears highly desirable that you should instruct the commanders of your steamers to abstain from making use of offensive or unbecoming language in any communication intended for the perusal of the Postmaster General. I rely on you giving the matter that immediate attention it appears to me to deserve; and I express the hope that there may not again be occasion to revert to the subject.

I have, &c.,
W. GRAY,
Secretary.

[Enclosure

[Enclosure 2.]

W. G. Turnbull & Co., Wellington, N.Z., to the Secretary, General Post Office, Wellington.

Wellington, N.Z.,

8 July, 1874.

Dear Sir,

We have just received and forward you herewith Captain Brown's letter, being his reply to your remarks respecting delays said to have occurred between Napier and here on last voyage of the "City of Adelaide." We need only add that we fully endorse Captain Brown's statement, with respect to his desire and endeavour to carry out faithfully the mail contract.

Kindly return us Captain Brown's letter when you have finished with it.

Yours, &c.,
W. G. TURNBULL & Co.,
per W. CAPPER.

[Enclosure No. 3.]

J. W. Brown, Commander steamer "City of Adelaide, to W. G. Turnbull, Esq.

"City of Adelaide,"

5 July, 1874.

Dear Sir,

I am sorry you should have had the annoyance of receiving such a letter from the Government as I perused on my arrival on the 5th instant, and, from the tenor, that I was the cause.

All I can say in reply to the informant is, that whatever I did I acted with the best and purest motives for the furtherance of the Mail Service, and with judicious caution for the safety of my vessel. I do not intend to deny that I both stopped a few hours in port and likewise eased my engines when required; I had just and valid grounds for so doing,—

1. That outside the harbour it was blowing a heavy head gale with high sea and thick weather.
2. The wind and sea being less it was thick and misty over the land, so as partly to obscure it, and no lights on the coast for guidance I eased my engines for fear of running into danger.

Caution is my motto in all cases of practical navigation.

With respect to time lost, I positively assert there was none, and as to the Otago community answering their letters they could not under any circumstances do so, for being three days behind the contract time of leaving I should, in any case, have left three or four hours after my arrival, even had it been forty-eight hours earlier.

And as circumstances happened the "City of Adelaide" was enabled to bring up the coast the Suez Mail some days sooner than it would otherwise have been carried.

I am sorry the Government, in making the accusation, did not name their informant. If it was official why should they not; if private report, where is the use of troubling ourselves about it; but be it official or private, I must say it is a mean, dastardly, and treacherous act of any man, be he whom he may; and thus more, be it known to your Government that, although the commander of a steamer, I bear the name throughout the whole of the Australian Colonies of a gentleman of strict integrity and highly honest principles, and a character that has never yet been tarnished by a mean or contemptible act such as I am now accused; and furthermore, had the Postmaster General himself been on board I should have acted in the same manner; neither would I have allowed him or any of his hirelings to say one word *pro* or *con* in connection with my ship while at sea; I there reign supreme; and as it proves the authorities of New Zealand have persons (not nautical) on board their steamers to spy and criticise the actions of the commander, all I can say is, the sooner honest men leave such a service the better.

I can say no more upon the subject. You know what my views were and can explain them, with regard to the Mail service, and the anxiety I feel in connection with its strict performance, and after all the interest I had taken to receive such a rebuff.

Should it be necessary you can send this letter or forward my sentiments to the Government. Hoping you will get a satisfactory reply, removing the stigma cast upon my character, and believe me,

Dear Sir, &c.,
J. W. BROWN.

The informant has lied with respect to the hours and times.—J.W.B.

[Enclosure 4.]

The Secretary, Post Office, Wellington, to Messrs. W. and G. Turnbull & Co., Wellington.

General Post Office,

Wellington, 3 July, 1874.

Gentlemen,

It has been reported to this office that the "City of Adelaide," on her late voyage from Auckland with the inward San Francisco Mails, arrived off Napier at 8 o'clock on the evening of the 29th ultimo, and although promptly tendered, remained at anchor until 5 o'clock the following morning. The weather is stated to have been calm, and there appears to have been no reason why the voyage should not have been continued that night. It is further reported that the entire voyage from Napier to Wellington was not performed at full speed, but that the "City of Adelaide" was placed under easy steam at dusk on the 30th ultimo, and continued to steam at half-speed until her arrival at the Heads. In this instance also sufficient reason does not appear to have been assigned for this seemingly extraordinary proceeding.

2. These delays have resulted in the mails being delivered a day later at Wellington, Lyttleton, and Port Chalmers than would have been the case had due diligence been exercised by the commander of the "City of Adelaide" in prosecuting his voyage after arrival at Napier. Not only this, but the Government and the public have suffered serious inconvenience, while the public of Otago are precluded from forwarding replies by the return mail, through the late arrival of the "City of Adelaide" at Port Chalmers.

3. In bringing these matters under your notice, the Postmaster General requests that Captain Brown may be informed that the contractors will be held responsible for the delays complained of; and that the Department will not tolerate similar irregularities in the performance of the service for the future.

4. The Postmaster General will be glad to receive any explanation Captain Brown may have to offer.

I have, &c.,
W. GRAY.

[Enclosure 5.]

W. & G. Turnbull & Co., New Zealand, to The Secretary, General Post Office, Wellington.

Wellington, 6 July, 1874.

Dear Sir,

We have to acknowledge receipt of your favour of 3rd instant, which we duly laid before Captain Brown, on his arrival here. Owing, however, to the short stay of the "City of Adelaide" in this port, he was unable to give us a full reply to those matters to which you draw attention. He will, however, forward us from Napier a full reply in writing, which on receipt we will submit to you.

We do not see how you make out that the delays which you mention, amounting in all to some twelve hours at the outside, have resulted in the delivery of the mails a day later than would otherwise have been the case. We have no doubt, however, that Captain Brown will be able to give a satisfactory reason for the time occupied by his vessel from arrival at Napier to his arrival in this port, as we are fully assured that his desire is to consult both the interests of the Government and that of his Company to the best of his ability.

Yours, &c.,
W. & G. TURNBULL & CO.,
Agents A. and A. M. S.S. Co.

No. 70.

TELEGRAM received 15th August, 1874, dated Sydney, 13th, time 7-10 p.m., Colonial Secretary to Agent General for New South Wales, London.

If contractors fail to provide steamers this month from 'Frisco, this Government guarantees to owners subsidy for "Macgregor" from 'Frisco to Sydney with mails of 15th. Inform. Urgent.

No. 71.

TELEGRAM FROM THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to COLONIAL SECRETARY.

17 August, 1874.

OWNERS seized "Macgregor." Loaded her on their own account; subsidy promised them outward voyage. "Macgregor" accordingly sails to-day, Kandavau, Auckland, Sydney. Clark asks how "Tartar"—"Macgregor" subsidies will be paid; has already advanced for "Tartar." Owners anxious to know immediately about "Mikado," in order to book passengers.

No. 72.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to W. BUYERS, SYDNEY.

General Post Office,
Sydney, 18 August, 1874.

SIR,

I am directed to inform you that the Postmaster General's attention has been called to an advertisement in the *Sydney Morning Herald* (copy annexed) to which your name is attached as Attorney for Mr. H. H. Hall, having reference to the departure of the "City of Melbourne," for San Francisco.

I am to inquire by whose authority and with what object the advertisement in question has been inserted.

I have, &c.,
S. H. LAMBTON,
Secretary.

Enclosure, advertisement from *Sydney Morning Herald*, announcing the intended dispatch of the A.S.N. Company's steamship "City of Melbourne" for San Francisco.

Mr. Buyers has not yet replied to this letter of the 18th instant. S.H.L., 27/8/74.

I noticed advertisement was withdrawn the following day. No further steps need be taken.—S. S., 31/8/74.

No. 73.

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No. 73.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON, N.Z.

General Post Office,
Sydney, 24 August, 1874.

SIR,

I am directed to acknowledge receipt of your communication, dated the 30th ultimo, forwarding copy of a letter, with enclosures, which has been addressed by your Department to Mr. H. H. Hall, on the subject of an alleged delay in the transmission of the mails between Napier and Wellington, on the last voyage of the "City of Adelaide" from Kandavau.

I am to state that Mr. Samuel has communicated the purport of Captain Brown's letter to the Manager of the A.S.N. Company, in this city.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 74.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

General Post Office,
Wellington, 7 August, 1874.

SIR,

I have the honor to forward, for the information of the Honorable the Postmaster General of New South Wales, the accompanying copy of further correspondence between this Department and Mr. H. H. Hall, *re* the San Francisco Mail Service.

I have, &c.,
W. GRAY.

[Enclosure 1.]

H. H. Hall, Sydney, to the Postmaster General, New Zealand.

The Australasian and American Mail Steamship Company,
Sydney, 11 July, 1874.

SIR,

I have the honor of acknowledging receipt of your several letters, marked F 74/246 dated 5th ultimo, F 74/274 dated 8th ultimo, and F 74/282 dated 20th ultimo. I shall only at the present refer to the one marked F 74/274, in the second paragraph of which you state you can see no reason why the terms of the contract, respecting through boats, should not be immediately carried out, and at the same time inform me you require this to be done. In reply, I have to state that at present it is impossible for me to do it.

In the third paragraph you seem to throw a doubt upon the correctness of what I have stated regarding the "Mongol." I am not aware that during all my transactions with you I ever attempted to mislead you or ever stated what was not strictly correct,—the "Mongol's" engines are guaranteed by the engineers for twelve months, and she is now in a state that requires her low-pressure cylinders to be replaced by the builders; and, to enable this to be done, the steam was taken off from the using, the pressure reduced, and a light cargo on board, proceeded to England *via* Hongkong and then through the Canal.

The "Tartar" I expect will have to undergo the same process, owing to a defect, also in her low-pressure cylinder and piston.

In paragraph 5 referring to subsidy, I enclose a statement of the arrivals and departures of the mails from New Zealand with subsidy due on each. In this statement you will see I have charged for the "Governor Blackall" two voyages from Auckland to Kandavau. I may inform you that Mr. Russell agreed with me that this would be satisfactory to your Government. The charter of this vessel cost me £3,000.

As to paragraph 6, I may state that I have received from this Government the sum of £15,980, besides £3,000 they have advanced to me, and of which you will be informed through the Postmaster General of this city.

I note your remarks in paragraph 7, and have to thank you for your sympathy in regard to my "doleful tone." You cannot be aware that we have already spent over £50,000 in excess of our receipts in conducting this service, and I must be permitted to state that I deny the charge of ever showing a systematic disregard to the interests of New Zealand. I have no reason whatever to serve one Colony better than the other, but, as I have already informed you, that owing to the mishaps that have occurred I have been placed in a much more disagreeable position than you appear to give me credit for.

In conclusion, I may state that a great many remarks have been made in regard to my overcrowding the ships and turning the "Mikado" back to San Francisco. As to these remarks I shall make no observation, but have only to repeat what I have already stated,—that having now got the ships employed in the temporary service into pretty good working order, I believe I shall be able to bring the service near to punctuality and in accordance with the contract. I may also state that my greatest desire, since I started the service has been to create a good feeling between both Colonies; and you must admit that, in giving up my first contract with this Government and falling in with Mr. Russell's proposition, is a pretty good proof of my desire to work with your Government, and I can only hope that this may be done to the mutual advantage of both of us.

I have, &c.,
H. H. HALL,
Managing Director.

[Enclosure

[Enclosure 2.]

Arrivals and Departures. Mail Steamers at New Zealand.

				£	s.	d.
"Governor Blackall,"—Departure from Auckland, December 22rd, 1873	...	...	...	1,153	15	11
Do. do. do. January 15th, 1874	...	...	...	1,153	15	11
"Mikado" do. Port Chalmers, Feb. 10,	...	...	...	1,153	15	11
"Tartar" Arrived Auckland, March 4th, 1874	...	...	...	1,153	15	11
"Mongol" Departure Port Chalmers, March 10th 1874	...	...	...	1,153	15	11
Do. Arrived do. April 7th, "	...	...	...	1,153	15	11
Do. Departure do. " 7th, "	...	...	...	1,153	15	11
"Cyphrenes" Arrived do. May 8th, "	...	...	...	1,153	15	11
Do. Departure do. " 8th, "	...	...	...	1,153	15	11
"City of Adelaide"—Arrived do. May 31st, 1874	...	...	...	1,153	15	11
Do. Departure do. " 31st, "	...	...	...	1,153	15	11
Do. Arrived do. July 1st, "	...	...	...	1,153	15	11
Do. Departure do. " 1st, "	...	...	...	1,153	15	11
"Cyphrenes" should Arrive do. " 23rd, "	...	...	...	1,153	15	11
Do. Depart do. " 28th, "	...	...	...	1,153	15	11
				£17,306	18	9

H. H. HALL.

[Enclosure 3.]

The Postmaster General, New Zealand, to H. H. Hall, Sydney.

General Post Office,
Wellington, 7 August, 1874.

Sir,

I have the honor to acknowledge the receipt of your letter of July 11th.

2. I am constrained to point out to you that you only meet my specific complaints of non-compliance with the terms of your contract by generalizing on the subject of the service and your exertions in connection therewith. I am dealing only with the liabilities your contract imposes on you.

3. I have only further to repeat, that the payments which have been made to you are in strict accordance with the terms of your contract. You have received payments for each through service performed, and the Government have not stopped any sum or sums on account of the breaches of bond to which I referred in my letter of the 5th June.

I am sending copy of this correspondence to your co-contractor, Mr. Forbes, with a view of asking him seriously to consider the reasonable requirements of this Government.

I have, &c.,
JULIUS VOGEL.

Submitted,—S.H.L., 28/8/74.

Acknowledge receipt.—S.S., 29/8/74.

No. 75.

TELEGRAM, received 25th August, 1874, dated Sydney, 24th. Colonial Secretary to Agent General for New South Wales, London.

You are instructed to guarantee subsidies not exceeding terms of temporary contract to vessels necessary to continue Mail Service, but do not prejudice position of Government in relation to contractors, and sureties. Act accordingly.

No. 76.

TELEGRAM, sent 26th August, 1874, from Agent General for New South Wales, London, to The Colonial Secretary, Sydney.

OWNERS "Mikado" ask whether she is to go from Kandavau to Sydney direct; if not, what amount of subsidy do you guarantee, having regard to arrangements you may have to make for sending steamer to Kandavau to meet "Mikado"? What is arranged about mail leaving Sydney 29th?

No. 77.

THE SECRETARY, POST OFFICE, SYDNEY, to THE SECRETARY, POST OFFICE, WELLINGTON.

General Post Office,
Sydney, 31 August, 1874.

SIR,

I am directed to acknowledge the receipt of your letter, dated the 7th instant, enclosing copy of a further correspondence between your Department and Mr. H. H. Hall, in reference to the Mail Service via San Francisco.

I have, &c.,
S. H. LAMBTON.

No. 78.

No. 78.

THE HON. JULIUS VOGEL, C.M.G., NEW ZEALAND, to HON. HY. PARKES, SYDNEY (Telegram).

August 17th, 1874.

We will send some one up next month with view of conferring with your Government as to steps to be taken to carry out the contract. My information from London is, that the ship-builder and others would be willing to take up the contract, with some modifications; in the meantime, I see no object in endeavouring to patch up the temporary services. We could not make satisfactory connections at Kandavau, and we would prefer not having anything to do with the temporary service, but trust meanwhile to the Suez Service.

The representative we send up will be fully prepared to co-operate with your Government in considering terms for carrying out a permanent service.

No. 79.

MESSRS. J. C. MERRILL & Co., SAN FRANCISCO, to THE POSTMASTER GENERAL, NEW SOUTH WALES.

San Francisco,

20 June, 1874.

DEAR SIR,

We have the honor to acknowledge the receipt of your valued favour *6th ultimo, contents of which met our careful attention.

We are pleased to be able to report a marked improvement in the conveyance of mails; and although there is much left that can be rectified, we are in hopes to see matters arranged to your, ours, and the public's entire satisfaction. This end will undoubtedly be attained when the boats of the line begin to run, and their construction is being hastened, and due regard to make them a success in all respects. In the meantime your kind attention in bringing before the London postal authorities the delays which have hitherto occurred on the Atlantic side will no doubt tend to rectify them.

The London mails will arrive to-night, and the "Cyphrenes" will sail immediately on their arrival, and it is a source of pleasure to us to point out that no delay is attributable to us.

The detention of former steamers for a few hours until next morning after arrival of mails (which takes place at 9 or 10 p.m.) was caused by the desire to accommodate the public here, as part of the mail for Australia comes with the San Francisco correspondence, the distribution of which takes considerable more time than the mere transfer of the closed mail from London. But henceforth, beginning with this steamer, the evil will be corrected.

* * * * *
As requested by Mr. Hall, we will telegraph you the arrivals of mails from, and the departure for, Sydney. We telegraphed you on the 18th instant the arrival of the "Cyphrenes," and will communicate her departure immediately on its taking place.

Hoping to be favoured from time to time with your news,—

We are, &c.,

J. C. MERRILL & CO.

* Private letter from Mr. Samuel, urging Messrs. Merrill & Co. to see that no delay of the mail steamers was occasioned at San Francisco.

No. 80.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to MESSRS. J. C. MERRILL & Co., SAN FRANCISCO.

General Post Office,

Sydney, 31 July, 1874.

GENTLEMEN,

I am directed to acknowledge the receipt of your letter, dated the 20th ultimo, having reference to the Mail Service established by this Colony and New Zealand with the United Kingdom *via* San Francisco, and to convey Mr. Samuel's thanks for the general tenor of your communication.

I have, &c.,

S. H. LAMBTON,

Secretary.

No. 81.

LAWRENCE, CLARK, & Co., LONDON, to THE POSTMASTER GENERAL.

Windsor Chambers, Great Saint Helen's,

London, E.C., 12 June, 1874.

DEAR SIR,

Misfortunes seem destined to attend the San Francisco Mail Service, but the delays and irregularities which are so justly complained of would be speedily overcome if the Agents General in London would only give us their support in urging upon the Post Office the absolute necessity of doing all that can be done to ensure the expeditious conveyance of the mails from London to San Francisco. Almost every irregularity that has occurred, barring that arising from the "Macgregor's" disaster at Kandavau, is directly traceable to the detention of our steamers at San Francisco for the arrival of the London mails *via* Boston. The inconvenience and absurdity of that arrangement were strongly represented to the Agents General and to the Post Office about three months ago, and although we were snubbed for interfering, a change was made, and the April and May mails went to New York. This month, however, the objectionable Boston route has again been adopted without any public notice, and the enclosed copies of correspondence will show you how very little effect our representations produce. We are very glad to have your letter* to assist us in keeping up the demand for better management, and you may be sure we will not let the matter rest where it is.

In

In regard to the permanent service, we have good reason to hope that the first of Messrs. Elder's boats will be launched the end of next month, and the first of Mr. Laing's boats a few weeks later. It will, of course, be some time after that before they are ready for sea, say two months, and an extension of the temporary contract will therefore be required. We are writing to Mr. Hall on this subject, and we shall be much obliged if you will kindly help him to obtain what is needed. Mr. Forbes has been absent from London for six weeks past, but Mr. Fisher is attending to these matters for him.

We are, &c.,

LAWRENCE, CLARK, & CO.

* Private letter urging Messrs. Lawrence, Clark, & Co., as Agents for Hall and Forbes, to expedite the transit of mails.

[Enclosure No. 1.]

Lawrence, Clark, & Co., London, to Secretary, General Post Office, Sydney.

Windsor Chambers, Gt. St. Helen's,
London, 4 June, 1874.

SIR,

As Agents in London for the Australian and American Mail Service *via* San Francisco, we take the liberty of calling your attention to the fact that the Cunard steamship appointed to carry the mails to-morrow, is advertised to sail to Boston instead of New York. This will almost to a certainty cause delay in transmission of the mails, loss to the contractors, and disappointment to the public. We have no information as to the reason of the change—we only heard of it this morning—but we feel it our duty to lose no time in bringing the matter before you, especially as a similar arrangement appears to be contemplated for the mail of 30th June.

We are, &c.,

LAWRENCE, CLARK, & CO.

[Enclosure No. 2.]

Lawrence, Clark, & Co., London, to The Agent General for New Zealand.

1 June, 1874.

By a notice from the Cunard Company, dated 23rd May, but which we have only this morning seen, it appears that to-morrow's mails are to be sent *via* Boston instead of New York. Is not this contrary to the arrangement with the Post Office?

LAWRENCE, CLARK, & CO.

The same as above addressed on same date to the Agent General for New South Wales.

[Enclosure No. 3.]

Lawrence, Clark, & Co., London, to The Agent General for New South Wales.

Windsor Chambers, Gt. St. Helen's, E.C.,
London, 8 June, 1874.

DEAR SIR,

With reference to our correspondence of last week, in regard to the dispatch of the Australian and New Zealand mails to Boston instead of to New York, we now beg to hand you extract from a letter which has to-day reached us from Mr. Samuel, the Postmaster General of New South Wales, and which we commend to your most special attention. Scarcely a day passes without our receiving some complaint or demand for explanation from persons connected with the Colonies.

We are, &c.,

LAWRENCE, CLARK, & CO.

[Enclosure No. 4.]

Captain A. A. Jopp, London, to Lawrence, Clark & Co., London.

3, Westminster Chambers, Victoria-street, S.W.,
11 June, 1874.

Gentlemen,

I am desired by Sir Charles Cowper to acknowledge the receipt of your letter of the 8th instant, enclosing extract from a letter dated 16th April, 1874, addressed to you by Mr. Samuel, Postmaster General of New South Wales, relative to the delay in the transmission of the first San Francisco Mail. In reply, I am to inform you that Sir Charles Cowper has already placed himself in communication with the Government of New South Wales on this subject, after ascertaining from Messrs. Cunard that the mails would no longer be sent by slow boats, as was the case during the winter.

Yours, &c.,

A. A. JOPP,
Captain, R.E.

No. 82.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, TO THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON.

General Post Office,
Sydney, 1 August, 1874.

SIR,

I am directed to forward the enclosed copy of correspondence respectively from Messrs. J. C. Merrill and Co., of San Francisco, and Messrs. Lawrence, Clark, and Co., London, the information in which Mr. Samuel thinks may be of interest to the Postmaster General of New Zealand, as it refers to the Mail Service *via* San Francisco.

I have, &c.,

S. H. LAMBTON,
Secretary.

[Enclosures.]

[Enclosures.]

Letter from Lawrence, Clark, and Co., dated the 12th June, 1874. (See No. 81.)
 Letter from Merrill and Co., dated the 20th June, 1874. (See No. 79.)

No. 83.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

General Post Office,
 Wellington, 26 August, 1874.

SIR,

I have been directed to acknowledge, with thanks, the receipt of your letter of the 1st instant, B. 74-3.599, enclosing copy of correspondence from Messrs. J. C. Merrill & Co., of San Francisco, and Messrs. Lawrence, Clark, & Co., of London, respecting the San Francisco Mail Service.

I have, &c.,
 W. GRAY,
 Secretary.

Read.—S.H.L., 14/9/74.

No. 84.

TELEGRAM, sent 1st September, 1874, from Agent General for New South Wales, London, to Colonial Secretary, Sydney.

"MIKADO" arrived 'Frisco 30th. Owners ask 2,200 pounds outward voyage, Kandavau, Auckland, Sydney, for mails despatched 25th August.

Featherston has received telegram approving payments he has authorized, but saying New Zealand not at present favourable further arrangements temporary service; will send representative Sydney September, to arrange permanent service. Meantime Featherston has notified Postmaster General not to send New Zealand mails by 'Frisco. Important we should notify intentions.

No. 85.

TELEGRAM, received 3rd September, 1874, from Colonial Secretary, Sydney, 2nd September, 5 p.m., to Agent General for New South Wales, London.

SEND "Mikado" to Sydney *via* Kandavau if route changed, instructions at Kandavau. Sydney steamer left here Saturday for 'Frisco. Ascertain all facts permanent service. If necessary ask Pacific Company and others what subsidy they require, same particulars permanent contract.

No. 86.

TELEGRAM, received 6th September, 1874, from the Colonial Secretary, Sydney, to Agent General for New South Wales, London.

If Featherston joins in paying owners "Mikado" the two thousand two hundred pounds send *via* Auckland; if not, send here *via* Kandavau, we paying the whole.

No. 87.

TELEGRAM from Agent General for New South Wales, London (sent 7 September, 1874), to The Colonial Secretary, Sydney.

FEATHERSTON confident from telegram received that his Government will pay share "Mikado"; she sails, Kandavau, Auckland, Sydney.

No. 88.

TELEGRAM, sent 18 September, 1874, from Agents General for New South Wales and New Zealand, to New Zealand Representative and Colonial Secretary, Sydney.

We hope to receive definite offer from Pacific next week; they will probably ask one hundred thousand for eleven knots; they could begin service almost immediately with first-rate boats; other responsible parties may also offer, but not on more favourable terms.

No. 89.

MESSRS. LAWRENCE, CLARK, & Co., LONDON, to THE POSTMASTER GENERAL, SYDNEY.

Windsor Chambers, Great Saint Helen's, E.C.,
 London, 30 June, 1874.

DEAR SIR,

Since we addressed you *via* Suez, on the 12th instant, we regret to state that the complexion of things in regard to the Postal Service has undergone a total change.

Mr. Forbes has apparently broken down under the difficulties and losses of the temporary service, and has sent a representative over here, who, though introduced to every one as a fully empowered agent, has no real power and says he is simply a messenger.

A great deal of money has been sunk, say fully £30,000, and a portion of it no doubt is lost; but we believe the worst difficulties have been surmounted, and it will be a real misfortune if the service has to be dropped now. The non-payment of the New Zealand subsidies is, however, a heavy discouragement, all the more so, from no cause being assigned or explanation given, and if the collapse, which is seemingly imminent,

imminent, does occur, it will be mainly owing to that cause. The "Tartar" will be stopped on her arrival at San Francisco, because her hire has not been paid,—and there is no steamer provided to take her place. We are striving all we can to arrange for the conveyance of the mails, but both Messrs. Merrill and ourselves are under heavy advances and indisposed to incur fresh liabilities, seeing we have no assurance that the efforts we make will be appreciated, even to the extent of keeping us free from personal loss.

If the temporary service is to continue, it is imperative that the subsidy be increased to at least £100,000 for ten to eleven knots, and that equally liberal terms be given to the permanent service. Messrs. Elder's boats are well forward and can be despatched from here, the one in October and the other in November, provided a strong Company is formed, of which we are still hopeful. We certainly will not slacken our efforts to accomplish this; but the burden falls very heavily upon us in the meantime, and if we should, in our anxiety to keep things going, overstep the exact limits to which we should adhere, we hope to be supported and kept harmless by your Government and that of New Zealand.

We may have to telegraph to you before this can reach you; if not, we hope you will, on receipt, telegraph to us any suggestions or instructions you may have to give. Our idea is that collapse of the service is at all risks to be avoided, and that the Government will confirm all we may find it needful to do towards this end.

We are, &c.,
LAWRENCE, CLARK, & CO.

No. 90.

MESSRS. LAWRENCE, CLARK, & CO., LONDON to THE POSTMASTER GENERAL, SYDNEY.

Windsor Chambers, Great St. Helen's, E.C.,
London, 10 July, 1874.

DEAR SIR,

Referring to our respects of 30th ultimo, *via* San Francisco, we have now to acknowledge your favour of the 6th May* by the same route, the contents of which shall be duly attended to.

The Cunard Company will, no doubt, give us all the help they can; but it is evident to us that the sailing date must be thoroughly revised, and either Thursday or Saturday made the date of departure of mails from London.

Matters have not improved in the last ten days. In fact it seems as if the difficulties were daily increasing. Mr. Forbes remains in Paris, allows his acceptance to be dishonored, and refuses to move in any way.

We find ourselves placed in an extremely delicate position, and can but hope that what we do will, at any rate, be accepted as the best thing practicable under the circumstances.

The arrival of the mail cleared up one point upon which there had been uncertainty. It appears that all the remittances advised have been from New Zealand, and that no payments have been made to the Bank by your Government. We have no explanation as to this from Mr. Hall, and seeing how large an amount of money has passed through his hands, we should have thought the subsidy would have been left clear for the purpose to which it was arranged to apply it, *viz.*:—The payment of the charter moneys, for which our acceptances have from time to time been given.

As yet no arrangement has been made for the mails to leave 'Frisco on the 18th; but we have called a meeting of all parties interested for Tuesday next, when we expect the builders, the owners of the chartered boats, the agents, and others will agree to form a Company, provided they can get control of the contract.

We telegraphed to you on Monday:—"We are paying charter moneys to steamers under Forbes and Hall's authority to receive subsidies. Can we rely on Government securing us? Telegraph immediately." We have no reply from you, but Mr. Hall says: "Your telegram to Samuel is unfavourable—it must be withdrawn. Leave me arrange with Government and remit."

This we shall not do, for we must be protected if we are to find money.

You will learn by telegraph whatever may be arranged on Tuesday.

We are, &c.,
LAWRENCE, CLARK, & CO.

* Private letter from Mr. Samuel, of which there is no copy in the Post Office Department.

No. 91.

MESSRS. J. C. MERRILL & CO., SAN FRANCISCO, to THE POSTMASTER GENERAL, SYDNEY.

(Per "Tartar.")

Post Office Lock-box, 1419.
San Francisco, 24 July, 1874.

DEAR SIR,

The "Tartar," on her voyage up, most unfortunately struck on a reef laid down on the chart, was detained on it for some thirty-six hours, and almost miraculously was only rescued after jettisoning some cargo and say five hundred tons of coal. Her arrival we did not report per telegraph, because of her owner taking her immediately out of our hands, and advertising her to sail for China, while the agents of the A. and A. M. S. S. Co. in London telegraphed that they expected to arrange for her return. We deferred telegraphing, that we might advise the final result of the negotiations. On the 22nd instant, fearing that no arrangements were being consummated, although we had asked the London agents to ask your honorable Government, and that of New Zealand, how we should forward the mails, and had asked whether or not they had telegraphed to you; but getting no reply, we telegraphed directly to you as follows:—"Mail detained—wanting funds. Shall we charter steamer Government account? Who in London will honor disbursement drafts?"

We are entirely at a loss to account for the course being pursued by the contractors in London. They seem to have entirely abandoned the service and the interests of Mr. Hall.

We are at a loss to know what course to pursue.

When

When the Honorable Mr. Russell was here on his way to New Zealand, in discussing the various matters tending to promote the best interests of the service, we asked what should be done in case of any failure of the A. and A. M. S. S. Co. to fulfil the contract. He wrote a note in continuance of the discussion, saying, in regard to our making the advance necessary to dispatch a steamer,—"The Governments interested would gladly repay such necessary outlays as I have referred to." Of course, in such a case, you would telegraph to Sydney, and New Zealand Government would of course do whatever the Sydney Government authorized."

It was on the strength of such a letter we telegraphed.

Since the telegram was sent, the owners of the "Tartar" have concluded to send her down, taking the mails; but she does not sail until the 28th. We have endeavoured to induce the captain to go earlier, but without avail.

Will you please give us definite directions as to how we are to proceed, should there be any default in future.

Hoping to be favoured from time to time with your views,

We are, &c.,

J. C. MERRILL & CO.,
A. & A. M. S. S. Co.

No. 92.

MESSRS. LAWRENCE, CLARK, & CO., LONDON, to THE POSTMASTER GENERAL, SYDNEY.

Windsor Chambers, Great Saint Helen's,
London E.C., 28 July, 1874.

DEAR SIR,

When we addressed you on the 10th instant, *via* Suva, we were under the impression that Mr. Forbes was still in Paris, and telegrams continued to be sent to us in his name from Paris as late as the 18th instant. He had, however, left Europe for America, and arrived at New York about a week ago. His son is here with a general power of attorney, and professes to be willing to make over the contracts to any one who will take them off his hands. But he positively refuses to provide further funds, and informs us that Mr. Cunningham telegraphs from Boston in reply to an application for his interference, that there are no available moneys even to recoup the through ticket passengers who have had to pay their own way from San Francisco.

As we feared, the "Tartar" was withdrawn by her owners at San Francisco, and advertised to sail to China, and just at the moment that we learnt this the owners of the "Scotland," for which vessel we had been in treaty, informed us they had decided to send her home.

Finding that the owners of the "Tartar" might be induced to let her return to Sydney, we telegraphed to Hall as follows, *viz.*, 14th July:—

"Australian mails left New York to day; will arrive at San Francisco on 19th. Forbes prostrate. 'Tartar' withdrawn by owners. We will arrange for her return to Sydney, provided subsidy for voyage be secured to owners. Get Samuel telegraph that we may guarantee this. Macgregor's two boats will be continued, same basis, but Newell must command 'Mikado.'"

On the 17th we received the following reply:—

"This Government guarantee to owners its subsidy for voyage of 'Tartar,' subject to Forbes's concurrence.—SAMUEL, Postmaster General."

But by this time the owners had become half-hearted about it, made unreasonable demands, and days were unavoidably lost in negotiations and exchange of telegrams.

We had much difficulty in obtaining the concurrence of the New Zealand Government, and we had finally to content ourselves with the information from Dr. Featherstone that he felt assured the Government would act upon his recommendation, as expressed in the telegram of which he gave us this copy, *viz.*:—

"To secure forwarding mails at San Francisco, Lawrence, Clark, advance 'Tartar's' owners July subsidies. I recommend you advance July subsidy, New Zealand Bank to pay over here. Samuel thus appropriated Sydney subsidy."

This we received on the 24th, and we thereupon at once closed with the owners of the 'Tartar.' We tried hard to get her away by noon on Sunday, but being out of Merrill's hands we were powerless, and she only sails this day.

It has been a very complicated troublesome affair, but we have done the best the circumstances allowed of.

There was an addition to Dr. Featherstone's telegram, we believe, of a similar purport to the following message, which we sent to you on the 24th, *viz.*:—

"Contractors unable to carry out contract, owners, builders, agent combining to perform service efficiently, provided contracts extended twelve years with hundred thousand, ten knots. Elder's boats, November. Get Oriental Bank telegraph Larkworthy pay £1,100 'Tartar.' Reply."

This remark about Elder's boats was in reply to your telegram.

"When will new boats be ready? Service promises to be great success. Reply. SAMUEL."

Mr. Vogel will no doubt communicate with you, and we may expect in about ten or fourteen days to know if there is any chance of the proposal being favourably entertained. If the modifications were assented to, a strong combination can be formed at once, and there need be no interruption of the service (this perhaps is too positive. If the owners of the "Cyphrenes" withdraws her from the service there may

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may be some difficulty, but everything depends upon the dispositions of the two Governments). In the meantime we consider that we are acting as the two Governments would wish us to do in the public interests, and that the Governments will secure to us the subsidies for the payments of the vessels that convey the mails. We do not believe that Mr. Forbes's means are exhausted, but both he and Mr. Cunningham seem to flatter themselves that the £25,000 penalty will never be enforced, and that so long as they keep out of England they cannot be much molested by any one concerned.

We are, &c.,
LAWRENCE, CLARK, & CO.

No. 93.

MESSRS. LAWRENCE, CLARK, & Co., LONDON, to THE POSTMASTER GENERAL, SYDNEY.

Windsor Chambers, Great Saint Helen's,
London, 7 August, 1874.

(No. 190, *vid* Brindisi.)

DEAR SIR,

In continuation of our advices *vid* San Francisco, we have simply to report a state of utter confusion and uncertainty in regard to the Mail Service.

The only thing that is clear about it is, that unless the two Governments take proper and vigorous action to uphold it, the temporary service must collapse, and the permanent service will never be established on anything like the existing basis.

We have endeavoured to convey to you by telegraph some idea of the position of matters, and we have been perfectly unreserved in our communications with the Agents General of the two Colonies, who have we know made their own reports by telegraph to their respective Governments. We are now waiting for the reply to their inquiries for instructions as to guaranteeing subsidies. It is monstrous to suppose that we or any one will go on paying moneys here for the hire of vessels, while the subsidies which were specially appropriated for our reimbursement are paid to Mr. Hall in disregard of the joint power of attorney from himself and Mr. Forbes, directing that they should be paid to the Oriental Bank for remittance to London.

We are still labouring hard to get together a strong combination to work the permanent service, but can make little progress until we receive some encouragement from your side. Whenever work is to be done you may depend upon our thorough and hearty co-operation, but the prospect at present is by no means hopeful.

We are, &c.,
LAWRENCE, CLARK, & Co.

No. 94.

THE POSTMASTER GENERAL, SYDNEY, to LAWRENCE, CLARK, & Co., LONDON.

Sydney, 25 September, 1874.

DEAR SIRS,

I have to acknowledge the receipt of your communications, dated respectively the 30th June, 10th and 28th July, and 7th August, and thank you for the information which you have been pleased to furnish me therein concerning the aspect of affairs in England as regards the San Francisco Mail Service.

I take the occasion to remark, while thanking you for your courtesy in the matter, that it must be distinctly understood that I have hitherto considered you were acting in the interest of Messrs. Hall and Forbes, the contractors, for whom you have been recognized as the representatives in London. Indeed I have been under the impression you had an interest in the contract. It appears necessary to make this observation, as it would seem from yours of the 7th August that you somewhat disclaim your connection with the contractors.

In reference to the question of the payments made to Mr. Hall on account of the New South Wales mail subsidy, I have to inform you that such payments were made on the contractors direct authority to meet emergencies which arose here, and which it was absolutely necessary for Mr. Hall to meet, in order to prevent the collapse of the service.

As regards your allusion to some power of attorney, I can only say I am even now unaware that any power of attorney to receive New South Wales subsidies is in existence.

Within the last few weeks a copy of one was sent to this Colony from the Government of New Zealand, which, however, distinctly refers to the New Zealand subsidies only.

With &c., &c.,
SAUL SAMUEL.

No. 95.

TELEGRAM, sent 25th September, 1874, from Agents General for New South Wales and New Zealand, London, to Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

PACIFIC will decide Monday whether they tender; North German Lloyd's promise tender next week. Prospect of combination being formed by Macgregor, Elder, Lawrence, Clark, with whom Hall, who arrived Wednesday, is in communication.

No. 96.

No. 96.

TELEGRAM, sent 2nd October, 1874, from the Agent General for New South Wales, London, to The Colonial Secretary, Sydney.

LAWRENCE-Clark ask payment—"Macgregor," July, Sydney to 'Frisco; "Tartar," July, 'Frisco—Sydney; and "Macgregor," August, 'Frisco—Sydney. Instructions requested.

No. 97.

TELEGRAM, sent 2nd October, 1874, from the Agents General for New South Wales and New Zealand, London, to The Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

PACIFIC declines at present entertaining question; supposed to be under influence of a competing party. Tender from Macgregor-Elder; combination probably next week; also from Company composed of Pacific railways and practical steamship men, but general reluctance to tender in consequence of our having no power, and of suspicion that tenders will merely be used to lower rates of subsidy asked for by parties in Sydney. We therefore suggest that day be fixed, say fifteenth October, for us to receive sealed tenders, to be opened by us, and immediately telegraphed to you, and that you authorize us to inform parties desirous of tendering that you will receive sealed tenders in Sydney same day, but will not open them until you receive our telegram.

No. 98.

TELEGRAM, sent 3rd October, 1874, from Agent General for New South Wales, London, to Colonial Secretary, Sydney.

WITH reference to German Lloyd's tender, is there any other route for which we should obtain offers?

No. 99.

TELEGRAM from Colonial Secretary, Sydney, to Agent General for New South Wales, London (dated 6 October, 1874.)

YOU are instructed on behalf of this Government to proceed in concert with Featherston and in consultation with solicitors for recovery of bonds in Pacific mail contract; so far as we know no breach yet in permanent contract.

No. 100.

TELEGRAM, sent 20th October, 1874, from Agents General, New South Wales and New Zealand, to Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

GERMAN Lloyd's ask answer telegraphed to their tender, which was not intended to remain open long. No other tenders received; two definitely promised.

Memo.—This refers to a confidential tender of North German Lloyd's, communicated by Agent General of New South Wales.

No. 101.

TELEGRAM, sent 23rd October, 1874, from Agents General of New South Wales and New Zealand, London, to Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

HALL says contractors prepared to transfer present permanent contract to responsible parties approved by Governments, provided Governments will guarantee 5 per cent. on capital of £500,000, after deducting insurance, depreciation, and working expenses. Net earnings over 10 per cent., to be equally divided between Governments and contractors—speed 11 knots.

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No. 102.

TELEGRAM, dated Sydney, 23rd October, 1874, from Colonial Secretary, Sydney, and New Zealand Representative, Sydney, to Agents General, New South Wales and New Zealand, London. Received 23/10/74, at 10:45 p.m.

GOVERNMENTS will not make permanent contract until February, when Representatives will meet in London. Offers will then be received for service provided in Hall-Forbes permanent contracts. Government willing modify term and speed; inform parties.

No. 103.

MESSRS. J. C. MERRILL & Co., SAN FRANCISCO, to THE POSTMASTER GENERAL, SYDNEY.

(Per "Macgregor.")

San Francisco, 17 August, 1874.

DEAR SIR,

This steamer has been detained here for a day owing to an erroneous report from Mr. Turner, the General Superintendent of the C. R. R. Road, that the train to-night had 120 bags of Australian mail. All the mail arrived last night.

We despatch her immediately on arrival of the train to-night, and much regret the detention. We reported her arrival to you on the 8th, and shall report her sailing—agreeable to your request—at a cost of 59 cents for each telegram, making 119 dollars, which amount please hand to our friends, Messrs. Beilby & Scott, as we are without funds to the credit of A. & A. M. S. S. Company. Our reports from London show no improvement in the affairs of that Company. Mr. Hall's friend seemed to have entirely abandoned the service, Mr. Forbes having left Europe and returned to New York. Messrs. Lawrence, Clark, & Co., and Mr. Hanks, who is in London, are doing everything possible for the interest of the interested Governments, and with proper support from the Government of New South Wales and New Zealand the indications are, that a really first-class service can be established. We think this unfortunate line has fully proved its need. We trust that at least their efforts will be so far appreciated as to secure for them the subsidies already allowed to the Australasian and American Mail Steamship Company. This steamer is dispatched through their efforts and for their account per owners solely.

Your telegram was received on the 8th instant: "Please inform if 'Macgregor' has arrived, and when."

Tendering our services at any and at all times as they may be required.

We remain, &c.,

J. C. MERRILL & Co.

No. 104.

MESSRS. LAWRENCE, CLARK, & Co., LONDON, to THE POSTMASTER GENERAL, SYDNEY.

Windsor Chambers, Great Saint Helen's,
London, E.C., 25 Aug., 1874.

DEAR SIR,

Since we wrote to you on the 7th instant, there has been nothing but a daily struggle with the difficulties and perplexities continually arising in connection with the Mail Services. The interruption of telegraphic communication has added to the complications, and it is only to day that Sir Charles Cowper has received instructions from his Government that look like business; even these are hampered with conditions unacceptable to the owners, and it will be a difficult matter to obtain their acceptance of the offer made, especially as the tardiness of decision has lost us all chance of booking a single passenger here for "Mikado," while we might have secured at least a score.

The subsidy is too low to pay. We lost money on the "Macgregor's" trip down, and the "Mikado" will also lose rather heavily. We had to take a joint interest in the "Macgregor" with the owners to induce them to run the ship, but we cannot again do so.

We are, however, using our best efforts to keep the service going, and we trust that our exertions in this way will not be lost sight of.

Messrs. Merrill & Co., and ourselves, stand to lose heavily at present, and we are grieved and disappointed to find that all subsidies earned have been paid to Mr. Hall instead of being remitted to us as he and Forbes undertook to manage.

We must look to the Governments to see us righted in this matter. Relying upon their support we are doing our utmost to get the chartered steamers retained in the service, but, as we have pointed out before, the subsidy is too small for the work required, and it will have to be increased.

We hear nothing reliable about Mr. Forbes. We see by the *Gazette* notice that Mr. Cunningham is now senior partner of Russell & Co., and we are more firmly convinced than ever that Mr. Forbes's retirement from the firm was a fraudulent compact, which we ought all to endeavour to upset.

About the permanent service, it is useless for us to say anything further until we have some reply to the offers made to the Governments direct by ourselves and through the Agents General.

We are, &c.,

LAWRENCE, CLARK & Co.

No. 105.

No. 105.

THE POSTMASTER GENERAL, SYDNEY, to MESSRS. LAWRENCE, CLARK, & CO, LONDON.

Sydney, 23 October, 1871.

DEAR SIRS,

I have to acknowledge the receipt of your letter of the 25th August last, and to thank you for your kindness in furnishing me with further information regarding the aspect of the affairs of Messrs. Hall and Forbes, in England.

I have, however, nothing to add to my communication of the 25th ultimo.

I am, &c.,
SAUL SAMUEL.

No. 106.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, SYDNEY.

London, 3 Westminster Chambers, S.W.,
25 August, 1874.

SIR,

I have the honor to forward herewith copy of all correspondence which has passed on the subject of the San Francisco Mail Service since the receipt on the 27th ultimo of your telegram of the 24th ultimo. I also enclose copy of letter, dated 31st July last, from Mr. Mackerell (solicitor to the New Zealand Government), to Dr. Featherston, Agent General for New Zealand; also, copies of telegrams, dated 23rd and 31st July, from Dr. Featherston to his Government; and copy of letter, dated 24th July, from Mr. Cunningham (one of the sureties) to Mr. Mackerell.

I should at once mention that I have been throughout in constant communication with Dr. Featherston, to whom I have been greatly indebted for his advice and co-operation; but, unfortunately, he has been embarrassed and restricted by the non-receipt, up to the present date, of any reply from his own Government to his telegrams.

The correspondence of itself shows the course which events have taken up to the present time, and as so much must occur, and must be met by telegram during the time which must intervene before you can receive this dispatch, I do not think it necessary to discuss at any length the present state of the situation. I have endeavoured in all transactions here to act in such a manner as not in any way to prejudice you, and in my telegram to you I have been anxious to place you as clearly as possible in possession of facts by which you might be guided in the course to be pursued. My first step, on receipt of your telegram of the 24th ultimo, was to endeavour to place myself in communication with Mr. Forbes and with the sureties. I found, however, that Mr. Forbes and Mr. Cunningham were in America, and I was also unable to find Mr. De Bussche. Mr. Forbes's son, however, stated that his father could not go on in the business, but he was very reticent as to his reasons or intentions. Meantime, in consequence of a telegram from Sydney, received direct by Lawrence, Clark, & Co., arrangements have been made for the despatch of the "Tartar," and having ascertained by telegram from San Francisco that she actually had sailed, I sent you my telegram of the 30th July.

The next point to be looked to was the despatch of the next mail, which had left London on the 28th July, and which was due to leave San Francisco in the "Maegregor" on the 15th August. Lawrence, Clark, & Co., made the offer contained in their letter of the 31st July, but I declined to submit it to you unless it was accompanied by the guarantee for which you had stipulated in the case of the "Tartar," viz., that the concurrence of Mr. Forbes should be obtained.

I felt that it was most important that we should take no action which could at any time be construed to be a breach of the contract on our part, and I conceived that this was your motive when you made the stipulation with reference to the "Tartar."

You will observe that Lawrence, Clark, & Co. did not obtain this concurrence, but instead thereof they endeavoured to persuade me to dispense with it, and to ask you to act under an authority held by the Bank of New Zealand to receive the subsidies, and to pay them to Lawrence, Clark, & Co., on behalf of the contractors. This however, I decline to do, inasmuch as no *assignment* of the subsidies had been made to Lawrence, Clark, & Co. under this arrangement; and I therefore felt that the concurrence of the contractors was still necessary. Meantime I awaited a reply from you to my telegram of the 30th July, and on the 5th August, after the receipt of further letters from Lawrence, Clark, & Co., I again telegraphed to you setting forth the state of the case up to date.

On the 8th August I received your telegram of the 6th, which I took to be your reply to mine of 30th July, and also yours of the 7th, in reply to mine of the 5th. After an interview, on the 10th August, with Dr. Featherston, Mr. Mackerell, Mr. Lawrence, and Mr. Clark, I again attempted to communicate with Mr. Forbes, and you will see that I exhausted every means of doing so, but without obtaining any reply.

On the 12th August, after receipt of Lawrence, Clark, & Co.'s letter of the 11th August, I again had an interview with Dr. Featherston, Mr. Mackerell, and Mr. Lloyd (our own solicitor), when it was decided to send you the telegram of 12th August.

At this stage I received Mr. De Bussche's letter of the 11th August, but I did not think it necessary to take any special notice of it. Mr. De Bussche, as well as Mr. Cunningham, was at this stage duly warned by the solicitors, in compliance with your instructions (see Peachey and Lloyd's letter of 24th August).

On

On the 15th August your reply of the 13th was received, and was replied to by me on the 14th. You will observe, from the careful wording of my letter to Lawrence, Clark, & Co. of the 17th, that I was determined to establish the fact as stipulated for by you, that the *contractors* had *failed* to provide a steamer. This was confirmed by Lawrence-Clark's reply of the 19th August.

Then followed Lawrence-Clark's letter of 21st August, with two letters from Mr. Forbes, junior, enclosed; to this I replied on the same day, and on the 24th I replied to a further letter from them of the 22nd. It had been clearly pointed out by the solicitors that the power of attorney held by Mr. Forbes, junior, being on behalf of his father solely and individually, only gave him power to act in matters in which his father had a sole interest, and that as he held no power from Mr. Hall either directly or through his father, he could not be deemed to hold any position which could be recognized in connection with the contract.

From the 19th to the 24th August our telegraphic communication was interrupted in consequence of repairs to the cable having become necessary, but to-day I have received your telegram of the 24th, and I have in consequence offered to guarantee to the owners of the "Mikado" our share of the subsidy for the next voyage, on the distinct understanding, as in the case of the "Macgregor," that she is engaged by the Government direct, and that her owners have no longer any engagements with the contractors. To this I have not as yet received a definite reply, but I have no doubt that it will be satisfactorily arranged.

I have now traced from first to last the course of action taken here up to the present date; and I trust that long before you receive this despatch a satisfactory solution of the whole question may have been arrived at.

I have, &c.,
CHARLES COWPER.

The Postmaster General. To be returned.—H.P., 15/11/74.

[Enclosure No. 1.]

Telegram from Colonial Secretary to The Agent General for New South Wales, London.

Sydney, 24 July, 1874.

MAILS from London, June 30th, detained at San Francisco for want of steamer. See immediately Lawrence, Forbes, De Bussche, and Cunningham. Urgent.

[Enclosure No. 2.]

Telegram sent to San Francisco (through Bank of New South Wales).

27/7/74.

TELEGRAPH to head office whether "Tartar" has sailed with Sydney mails; also, if not, immediately she positively does sail with mails.

[Enclosure No. 3.]

Secretary, London and San Francisco Bank (Limited), to Secretary, Bank of New South Wales, London, E.C.

London and San Francisco Bank (Limited),
22, Old Broad-street, London, 28 July, 1874.

Dear Sir,

In reply to our telegram of yesterday, we are this morning in receipt of the following reply from our branch at San Francisco, viz.:—"Tartar" positively sails 28th with mails.

I am, &c.,
JAMES M. STREETEN.

[Enclosure No. 4.]

The Secretary, Bank New South Wales, London, to Secretary to Agent General, New South Wales, London.

Bank New South Wales, Old Broad-street,
London, 28 July, 1874.

My dear Sir,

I enclose copy of a note I have just received from the London San Francisco Bank, and I am afraid they have placed too much reliance in the statements of the mail agents to follow the instructions of the telegrams.

Yours, &c.,
JOHN CURRIE.

[Enclosure No. 5.]

The Secretary, Bank New South Wales, London, to The Secretary to the Agent General for New South Wales, London.

Bank New South Wales, Old Broad-street,
London, 30 July, 1874.

My dear Sir,

The London San Francisco Bank have this morning received a telegram that the "Tartar" sailed on the 28th.

Yours, &c.,
JOHN CURRIE.

[Enclosure No. 6.]

Telegram sent 30th July, 1874, from the Agent General for New South Wales to the Colonial Secretary, Sydney.

FORBES-Cunningham in America. Forbes' son says Forbes will not go on. Clark is declining to book passengers, but says temporary arrangements will be made, and hopes form Company. Telegram from Frisco "Tartar" sailed 28th with mails.

[Enclosure No. 7.]

Lawrence, Clark, & Co., London, to Agent General for N. S. W., London.
Windsor Chambers, Great St. Helen's, E.C.,
London, 31 July, 1874.

Dear Sir,

We beg to inform you that we have now positively arranged that the steamship "Macgregor" shall sail punctually from San Francisco with the mails which were dispatched from London on 28th inst, provided we obtain the assurance of the two Governments that the proportion of subsidy for this vessel's round voyage—say £2,200 from each Colony—shall be remitted specially when due to the Bank of New Zealand here for payment of her hire. The Agent General for New Zealand has telegraphed to his Government, recommending that this should be done,* and we shall be much obliged if you will have the goodness to make the requisite communication to your Government also. We have been placed, as you know, in a very difficult and embarrassing position through Mr. P. S. Forbes' extraordinary proceedings, and we shall feel thankful for any assistance you can give us in serving the important public interests which are involved in connection with the Colonies.

We have, &c.,
LAWRENCE, CLARK, & CO.

* MEMO.—No, he only said that Lawrence-Clark asked that this should be done.—A.A.J.

[Enclosure No. 8.]

The Secretary to the Agent General for New South Wales, London, to Lawrence, Clark, & Co., London.
3, Westminster Chambers, S.W.,
31 July, 1874.

Gentlemen,

Before any action can be taken by the Agent General with reference to the proposal relative to the "Macgregor," which you submit in your letter to-day, it will be necessary that you should inform him whether you have obtained or can obtain the concurrence of Mr. Forbes in the arrangement proposed, as was done in the case of the "Tartar."

Yours, &c.,
A. A. JOPP.

[Enclosure No. 9.]

Lawrence, Clark, & Co. to Secretary to Agent General, N.S.W., London.
Windsor Chambers, Great St. Helen's,
London, 1 August, 1874.

Dear Sir,

In reply to your favour of yesterday's dates we beg to state that the Bank of New Zealand hold a power of attorney from Messrs. Forbes and Hall to receive, through the Bank's agent at Sydney, all moneys payable there under the postal contracts. They also hold a letter of 28th May last (copy of which we enclose), authorizing and requesting them to pay to us all subsidies so received. We propose that the Bank's agent at Sydney should be instructed by the Government to send the requisite assurance by telegraph to the Bank of New Zealand, who would no doubt continue to act upon the letter of 28th May, thus keeping the business strictly in order.

We think, however, that there will be no difficulty in obtaining from Mr. Forbes, jun., who holds his father's general power of attorney, any expression of concurrence which the Agent General may desire.

We are, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 10.]

Messrs. Hall & Forbes to Manager, Bank of New Zealand.
Paris, 28 May, 1874.

Dear Sir,

We would beg to state that Messrs. Lawrence, Clark, & Co. are duly authorized by us to apply for and receive from Bank of New Zealand all subsidies or moneys due to the Australasian and American Mail Steamship Company, and we request you will pay the same to them on their signing receipt.

P. S. FORBES.
H. H. HALL.
By Attorney, P. S. FORBES.

[Enclosure No. 11.]

Secretary to Agent General, New South Wales, London, to Lawrence, Clark, & Co., London.
3 Westminster Chambers, S.W.,
1 August, 1874.

Gentlemen,

I confess that I am quite unable to understand the first part of your letter of this date. If the Bank hold a letter authorizing them to receive and pay to you all subsidies received, why make the application contained in your letter of yesterday? You appear to ask the Agent General to apply that an arrangement should be made which, according to your letter, already exists.

I must, therefore, ask you to submit your application, as contained in your letters of yesterday and to-day in a clearer form, to enable the Agent General to form an opinion; I am quite certain that he cannot do so as at present informed.

Yours, &c.,
A. A. JOPP.

[Enclosure No. 12.]

Lawrence, Clark, & Co., to Secretary to Agent General, New South Wales, London.

Windsor Chambers, Great St. Helen's,
London, E.C., 1 August, 1874.

Dear Sir,

Replying to your favour of this date, we beg to point out that though the arrangement exists, it has not been acted upon. The Bank are authorized to receive and pay all subsidies, but they have no assignment of the subsidies—they cannot enforce payment of the subsidies to their agent at Sydney; and as a matter of fact, the New South Wales Government have been paying all the subsidies to Mr. Hall personally, instead of letting them come through the bank for the payment of the hire of steamers here. We have accepted bills against the hire on the assurance that the subsidies would be paid through the Bank, and we have been left to provide for these bills ourselves, while Mr. Hall receives and spends the subsidies in Sydney. This is what we want to stop, and what we ask the Agent General to assist us in.

We trust we have made the matter clear to you, and that the Agent General will lose no time in doing what he can to have it put straight.

Yours, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 13.]

Lawrence, Clark, & Co. to Agent General for New South Wales, London.

Windsor Chambers, Great St. Helen's,
London, 3 August, 1874.

Sir,

Confirming our respects of Saturday afternoon to Captain Jopp, we now beg to inform you that we have to-day sent the following telegram to the Postmaster General, Sydney, viz.:—"Unless Governments guarantee us all subsidies, owners withdraw steamers Frisco, and service stops. Telegraph Cowper immediately."

We shall be obliged if you will telegraph to your Government in confirmation of this. We have done everything hitherto in our power to uphold the service. We are willing still to do so if we can be secured, but we will not keep the steamers on at our own risk.

Mr. Forbes, as you heard from his son, has absconded without making provision to carry out his contract or pay his debts; and the time has now arrived for the Governments to take some decided step for the maintenance or discontinuance of the service.

We have, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 14.]

Lawrence, Clark, & Co., London, to Agents General for New South Wales and New Zealand.

Windsor Chambers, Great St. Helen's,
London, E.C., 5 August, 1874.

Gentlemen,

We feel it incumbent upon us to address you officially as Representatives of your respective Governments, in regard to the unfortunate position of the San Francisco Mail Service.

If we may judge by the telegrams we receive from Sydney, neither the Government nor Mr. Hall seem to realize or believe that Mr. P. S. Forbes has actually abandoned the service to its fate, and deliberately placed himself beyond the reach of his creditors, leaving ourselves and others heavily in advance for account of the service; such, however, is the fact, and the temporary service must collapse disgracefully, unless the owners of the chartered steamers can be paid through us in London the amounts of subsidies already earned by them since 1st July, and guaranteed the absolute payment, in the same manner, of all subsequent subsidies earned by them immediately on receipt of telegraphic information of the arrival of each vessel at her destination.

Provided this be done, we have arranged that the "Macgregor," which sailed on the 4th July from Sydney, and the "Mikado," which sailed thence on the 1st instant, shall be punctually despatched from San Francisco on the arrival of the English mails according to the Time-table.

The Governments will thus be enabled to keep faith with the public here. Time will be afforded for decision in the Colonies as to the continuance of the service; and if it is to be abandoned, ample notice can then be given.

The conditions made by the owners of these vessels are so manifestly just and fair, that we feel confident your Governments will at once authorise you to accept them, on your apprising them by telegraph of the facts.

We ourselves telegraphed on Monday, the 3rd instant, to the Postmaster General, Sydney, as follows, viz.:—"Unless Government guarantee us all subsidies, owners withdraw steamers Frisco and service stops. Telegraph Cowper immediately."

We trust the request thus made will be unhesitatingly acted upon by all concerned. If not, the owners will assuredly take possession of their steamers on arrival at San Francisco, which, by the charter-parties they have power to do, the moment there is any default in the payment of the hire.

For the permanent service, it is proposed that Messrs. John Elder & Co. supply the two boats they are building for the service, and which are nearly completed, that Mr. D. R. Macgregor, M.P., a large steamship

ship owner, supplies the "Mikado," that the North German Lloyd's Company supply a fast new steamship built specially for Mail Service in a tropical climate, and thus particularly adapted for the Australasian and American route; and that £125,000 of share capital shall be *bona fide* subscribed, out of which the value of one boat shall be paid to Messrs. John Elder & Co., they subscribing the cost of the other. This arrangement is conditional upon the Governments granting the contract for which we have already asked, viz. :—

1. An extension to ten or twelve years.
2. A ten-knot speed to be the essence of the contract.
3. The subsidy to be increased to £100,000.

The proposed combination would be thoroughly reliable, and worthy of the confidence of your Governments and of the public.

Awaiting the favour of an early and decisive answer,—

We have, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 15.]

Telegram from Agent General for New South Wales, London, to Colonial Secretary, Sydney.

FORBES—Cunningham still America. Forbes gazetted out of firm Russell, Shanghai, has already lost £40,000; bills for building ships dishonored; building stopped. Clark says, temporary service must collapse, unless owners of chartered ships are paid, through New Zealand Bank in London, amount of subsidies earned since 1st July, and unless payment guaranteed similarly of subsequent subsidies when earned.

If this conceded, "Macgregor," "Mikado," positively sail advertised dates. Featherstone has recommended to pay "Tartar"—"Macgregor" subsidies to New Zealand Bank, to pay over here. I wait instructions.

Sent 5/8/1874. Initialled, A.A.J.

N.B.—The above was written in the presence of Mr. Clark, who concurred in what was said.

Initialled—A.A.J.

[Enclosure No. 16.]

Telegram from Colonial Secretary to Agent General for New South Wales, London. Received, 8 August, 1874. Dated, Sydney, 6th, 6 p.m.

SEE Lawrence; see all telegrams between London and Sydney; situation urgent; spare no effort to continue service, without releasing contractors or sureties; Government will, upon order of contractors, pay subsidy to owners upon every completed voyage, according to contract; communicate with Forbes and sureties, and learn intentions.

[Enclosure No. 17.]

Secretary to Agent General, New South Wales, London, to Lawrence, Clark, & Co., London.

3 Westminster Chambers, S.W.,

8 August, 1874.

Gentlemen,

Sir Charles Cowper and Dr. Featherston would be glad to see Mr. Forbes and Mr. Clark, at this office, at as early an hour to-day as you can name, with reference to a telegram which has just been received from Sydney, on the subject of the San Francisco Mail. Please request Mr. Forbes to bring with him the power of attorney which he holds from his father.

If this meeting cannot be fixed for to-day, will you be good enough to arrange for as early an hour as possible on Monday.

Yours, &c.,

A. A. JOPP.

[Enclosure No. 18.]

Telegram from Lawrence, Clark, & Co., London, to H. H. Hall, Sydney.

2 June, 1874.

HAVE you remitted funds, London or Frisco, to meet "Tartar's" disbursements? On answer depends instructions to Merrill.

[Enclosure No. 19.]

H. H. Hall, Sydney, to Lawrence, Clark, & Co., London.

4 June, 1874.

We have not remitted; expended owners' account, "Macgregor" £6,500, "Tartar" £1,500, "Mongol" £700; will remit; "Macgregor" covered.

[Enclosure No. 20.]

Lawrence, Clark, & Co., London, to H. H. Hall, Sydney.

6 June, 1874.

WE can (Paganism) collect "Macgregor's" money here (magical) amount, and when documents ready draw at thirty days' sight (lagging); owners "Tartar," "Mongol," attaching documents.

[Enclosure No. 21.]

H. H. Hall, Sydney, to Lawrence, Clark, & Co., London.

13 June, 1874.

Collect "Macgregor's" £6,500; have drawn your favour, "Tartar" £1,733, "Mongol" £1,032 full complement of passengers in "Chejmour"; "Tartar" sailed prompt, 6th.

[Enclosure

[Enclosure No. 22.]

Forbes, London, to H. H. Hall, Sydney.

24 June, 1874.

(MAGICAL) Lawrence, how much remitted and available; also why New Zealand subsidy unpaid; position critical.

[Enclosure No. 23.]

Messrs. Lawrence, Clark, & Co. to The Postmaster General, Sydney.

6 July, 1874.

WE are advancing charter moneys to steamers under Forbes and Hall authority to receive subsidies. Can we rely on Government securing us? Telegraph immediately.

[Enclosure No. 24.]

H. H. Hall, Sydney, to Messrs. Lawrence, Clark, & Co., London.

8 July, 1874.

WE have telegraphed full particulars (magnitude), 13th June; "Macgregor" completed 1st July; sailed, full complement of passengers (chaejraous), prompt 4th, for Frisco; collect further sum "Macgregor"; 2,000 Bank Havre remitted; New Zealand subsidy, 7,343, still (sheill) due; 7,656 expenses; Frisco stopped; will make good deficiencies soon.

[Enclosure No. 25.]

H. H. Hall, Sydney, to Messrs. Lawrence, Clark, & Co., London.

9 July, 1874.

Your telegram is unfavourable; it must be withdrawn; leave me arrange with *Government and remit*.

[Enclosure No. 26.]

Messrs. Lawrence, Clark, & Co., London, to H. H. Hall, Sydney.

14 July, 1874.

AUSTRALIAN mail left New York to-day (cherishment), will arrive at San Francisco (chevalier) 19th (catamaran); Forbes prostrate; "Tartar" withdrawn by owners; we will arrange for her return to Sydney, provided subsidy for voyage be secured to owners. Get Samuel (magical) us, that we may guarantee this. Macgregor's two boats will be continued same basis, but Newell must command "Mikado."

[Enclosure No. 27.]

Postmaster General, Sydney, to Messrs. Lawrence, Clark, & Co., London.

17 July, 1874.

THIS Government guarantee to owners its subsidy for voyage of "Tartar," subject to Forbes' concurrence.

[Enclosure No. 28.]

H. H. Hall, Sydney, to Messrs. Lawrence, Clark, & Co., London.

18 July, 1874.

WILL work service with "Macgregor," "Mikado," and "Cyphrenes." I will leave on 1st for London with necessary documents to cover charters. Keep firm; we will protect you.

[Enclosure No. 29.]

The Postmaster General, Sydney, to Messrs. Lawrence, Clark, & Co., London.

23 July, 1874.

WHEN will new boats be ready. Service promises to be great success. Reply.

[Enclosure No. 30.]

Messrs. Lawrence, Clark, & Co., London, to The Postmaster General, Sydney.

24 July, 1874.

CONTRACTORS unable carry out contract; owners, builders, agents, combining to perform service efficiently, provided contract extended twelve years with hundred thousand, ten knots. Elder's boats November, get Oriental Bank telegraph, Larkworthy pay 1,100 pounds Tartar. Reply.

[Enclosure No. 31.]

Messrs. Lawrence, Clark, & Co., London, to H. H. Hall, Sydney.

WHAT next through steamer; get Murray telegraph Larkworthy pay 1,100, "Tartar" (celebrate) 27th; urge Samuel accept proposals.

[Enclosure No. 32.]

H. H. Hall, Sydney, to Messrs. Lawrence, Clark, & Co., London.

26 July, 1874.

UNLESS mail despatched at once from Frisco, Government withdraw contract, stops *subsidies*, enforces *penalties*. (Magical.)

[Enclosure

[Enclosure No. 33.]

Messrs. Lawrence, Clark, & Co., London, to H. H. Hall, Sydney.

28 July, 1874.

MACGREGOR will not let "Mikado" sail until Newell takes command, and two months hire secured to Gilchrist.

[Enclosure No. 34.]

The Hon. Saul Samuel to Messrs. Lawrence, Clark, & Co., London.

28 July, 1874.

CONTRACTORS must at once send on mails from San Francisco to take (save ?) proceedings.

[Enclosure No. 35.]

H. H. Hall, Sydney, to Messrs. Lawrence, Clark, & Co., London.

30 July, 1874.

"TARTAN" departure Frisco notified. Government will instruct Murray remit 1,200. When new ships in service and contract carried out in good faith, Governments will assist.

[Enclosure No. 36.]

H. H. Hall, Sydney, to Messrs. Lawrence, Clark, & Co., London.

2 August, 1874.

INSTRUCT Mr. Macgregor to send to Frisco 2,000 condenser tube ferules for "Mikado"; she arrived 9th, leaves (carbonato) to-day Frisco; instruct Grainger not to give up command to any one, and to proceed to Auckland *via* Honolulu.

[Enclosure No. 37.]

Messrs. Lawrence, Clark, and Co., London, to The Postmaster General, Sydney.

3 August, 1874.

UNLESS Governments guarantee us all subsidies, owners withdraw steamers Frisco and service stop. Telegraph Cowper immediately.

[Enclosure No. 38.]

Messrs. Lawrence, Clark, & Co., London, to H. H. Hall, Sydney.

4 August, 1874.

UNDER heavy advance impossible uphold service unless subsidies remitted for hire. Forbes absconded. Merrill seizes everything. (Magical.)

[Enclosure No. 39.]

The Colonial Secretary, Sydney, to The Agent General for New South Wales, London.

Sydney, 7 August, 4:20 p.m.

Yours of 5th instant received, subsidies to present date all paid; Hall's difficulties here appear to have arisen from chartering boats on spot at excessive rates, and expending large sum on repairs of Macgregor's service out have been undertaken without sufficient provision as vessels have filled with freight and passengers. Hall left Sydney in last steamer for Frisco. "Mikado" and "Macgregor" apply (amply ?) covered by expenditure on Macgregor £11,000. Advise with Government solicitors and Mackerel's as to notifying sureties that bond will be enforced. This supplied for your guidance. Show Lawrence if necessary.

[Enclosure No. 40.]

The Secretary to the Agent General, N.S.W., London, to Lawrence, Clark, and Co., London.

3, Westminster Chambers, S.W.,

10 August, 1874.

Gentlemen,

With reference to our conversation this morning on the subject of the San Francisco Mail Service, Sir Charles Cowper will, in compliance with his instructions, telegraph to Mr. Forbes (if he can obtain his address in America) as follows:—

"Sydney Government instructs me to remind you of your liabilities under postal contracts, and to learn your intentions as to carrying on the service; bond will be enforced if there be default. Telegraph immediately."

Yours, &c.,

A. A. JOPP.

[Enclosure No. 41.]

The Agent General, N.S.W., London, to Paul Forbes.

3 Westminster Chambers, London,

10 August, 1874.

SYDNEY Government instructs me to remind you of your liabilities under postal contracts, and to learn your intentions as to carrying on the service. Bond will be enforced if there be default. Telegraph immediately.

Not sent—Mr. Forbes' address not being known at Baring's:—A.A.J.

[Enclosure

[Enclosure No. 42.]

Agent General for New South Wales, London, to De Courcy Forbes, 31 Rue Poquet, Paris.

11 August, 1874.

CAN you give me your father's address. I am instructed by telegram from Sydney to learn his intentions as to carrying on Mail Service. Answer paid.

[Enclosure No. 43.]

Lawrence, Clark & Co., London, to Agents General for New South Wales and New Zealand, London.

Windsor Chambers, Great Saint Helen's,
London, 11 August, 1874.

Gentlemen,

Since our interview with you yesterday we have carefully reconsidered all that then passed, and we have come to the conclusion that we can do nothing more for the temporary service as Agents for Forbes, Hall, and De Bussche beyond claiming the payment in due time of all subsidies earned by, but unpaid to, the ships chartered through us.

Mr. Macgregor has taken possession of his steamer, the "Macgregor," at San Francisco, but we are authorized by him to state that, provided your Governments guarantee to the ship the payment of a sum equal to the subsidies for the voyage without deductions, he will send the "Macgregor" back with the mails, which arrived at Boston on Sunday and will be due at San Francisco on the 17th instant.

A similar arrangement will be made with the "Mikado" next month, and we, for Mr. Macgregor, beg to tender both these vessels accordingly. Arrangements for their continuance in the service can be made at Sydney if desired, or if Mr. Hall is really coming home in the "Mikado" we have no doubt Mr. Macgregor will meet him fairly.

We have been subjected, as you are aware, to endless worry in connexion with this service. We have also suffered heavy pecuniary loss, and we do not feel justified in exposing ourselves to further risks. We shall be happy, however, to do all that is in our power to assist in preventing a collapse at San Francisco, and we are hopeful that we shall soon be in a position to offer you an efficient, well organized, permanent service of the highest class, ready to begin work before the end of the year.

With our best thanks for your personal courtesy and kindness to us at our various interviews,—

We have, &c.,

LAWRENCE, CLARK & CO.

Mr. De Bussche informs us that he saw Mr. H. De Courcy Forbes in town yesterday. His address no doubt as before,—Lang's Hotel, New Bond-street.

[Enclosure No. 44.]

Mr. E. M. de Bussche to Secretary to the Agent General for New South Wales, London.

St. James Hotel, Piccadilly,
11 August, 1874.

Sir,

I regret I could not call at 12 o'clock to-day to see Sir Charles Cowper. To-morrow I am obliged to go to the Isle of Wight, but return on Thursday.

So far as I am concerned in the Australian Mail line I consider it is the time for the Government to send the mails by arrangement such as they can make, as it seems to me that Mr. Forbes and Mr. Hall are not on hand, nor likely to be, and there is no difficulty in getting the owners of the steamers to carry the mails and passengers if they receive their portion of the subsidy.

A friend of Mr. Forbes I saw this evening, and I believe he will arrange as to paying the passage money of the passengers who were left in San Francisco.

I purpose laying before Sir C. Cowper my plans for the immediate carrying out of the permanent service.

I remain, &c.,

E. M. DE BUSSCHE.

[Enclosure No. 45.]

Telegram sent 12th August, 1874, from Agent General for New South Wales, London, to Colonial Secretary, Sydney.

SURETIES notified by solicitors as instructed. Forbes cannot be found, Baring does not know address, so cannot obtain order from contractors to pay subsidy to owners. Lawrence, Clark, say can do nothing more for temporary service as contractor's agents, but offer themselves to secure outward passages, "Macgregor," "Mikado," on payment guaranteed to owners, sum equal to subsidy without deductions, Lawrence, Clark interested in these two voyages, having booked passengers, but make no further definite offers. Solicitors and Mackerell advise you may employ others besides contractors to carry mails without prejudice to bond, but not Lawrence or Macgregor, without risk of complication and of having to pay subsidy twice over. Passengers booked through homeward passage "Tartar" had to pay again at Frisco, causing great distress, letters in *Times*.

[Enclosure No. 46.]

Secretary to the Agent General for New South Wales, London, to Lawrence, Clark, & Co.

8, Westminster Chambers, S. W.,
12 August, 1874.

Gentlemen,

I am desired by Sir Charles Cowper to inform you that he has this day submitted by telegram to the Government in Sydney the propositions contained in your letter of yesterday as to the outward passages

passages of the "Macgregor" and "Mikado"; but he has been advised by our solicitors to add to the telegram the expression of their opinion that the adoption of such an arrangement as the one suggested by you might involve complications between the Government and the contractors.

Yours, &c.,
A. A. JOPP.

[Enclosure No. 47.]

Telegram received 15th August, 1874, dated Sydney, 13th, time 7:10 p.m., Colonial Secretary to Agent General for New South Wales, London.

IF contractors fail to provide steamers this month from 'Frisco, this Government guarantees to owners subsidy for "Macgregor" from 'Frisco to Sydney with mails of 15th. Inform. Urgent.

[Enclosure No. 48.]

The Agent General for New South Wales, London, to Colonial Secretary.

17 August, 1874.

OWNERS seized "Macgregor," loaded her on their own account, subsidy promised them outward voyage. "Macgregor" accordingly sails to-day, Kandavau, Auckland, Sydney. Clark asks how "Tartar" "Macgregor" subsidies will be paid; has already advanced for "Tartar." Owners anxious to know immediately about "Mikado," in order to book passengers.

[Enclosure No. 49.]

Secretary to the Agent General for New South Wales, London, to Lawrence, Clark, & Co.

3, Westminster Chambers, S.W.,
17 August, 1874.

Gentlemen,

With reference to my letter to you on the 12th instant, I am now desired by Sir Charles Cowper to forward to you copy of a telegram just received from Sydney, the contents of which were yesterday communicated to you verbally.

"If contractors fail to provide steamer this month from 'Frisco, this Government guarantees to owners subsidy to "Macgregor" from 'Frisco to Sydney, with mails of 15th. Inform. Urgent."

As you informed Sir Charles yesterday and myself to-day that the owners of the "Macgregor," have seized her, and have loaded her at San Francisco on their own account, the Agent General infers (and you have informed me that he is right in doing so) that any arrangements into which the contractors for the Mail Service may heretofore have entered with the owners of the "Macgregor," or for the carriage of the mails, have now ceased and determined.

The Agent General now authorizes you, as the medium of communication between himself and the owners, to inform them that the Government of New South Wales will guarantee to them its share of the subsidy for the carriage from San Francisco to Sydney of the mails which left England on the 28th ultimo, provided that the "Macgregor" sails at once from San Francisco for her destination according to the programme.

Yours, &c.,
A. A. JOPP.

[Enclosure No. 50.]

Telegram—Secretary to the Agent General for New South Wales, London, to Lawrence, Clark, & Co.
PLEASE acknowledge my letter of 17th, and say whether "Macgregor" has sailed, and when?

[Enclosure No. 51.]

Lawrence, Clark, & Co. to Secretary to the Agent General for New South Wales, London.

London, 19 August, 1874.

Dear Sir,

We received yesterday your favour of 17th instant, but deferred acknowledging it until we could inform you that the "Macgregor" had actually sailed, which we are now enabled to do; she left San Francisco at midnight on the 17th, a few hours after the receipt there of our telegram, based upon the guarantee of subsidy from the New South Wales Government.

The Agent General is perfectly right in inferring from the information conveyed to him by us that all arrangements heretofore existing between the contractors and any of the chartered vessels have now ceased.

We are anxiously waiting your Government's decision in regard to the "Mikado." As the writer pointed out to you, the loss of passengers, through the uncertainty of coming to an agreement, is very serious. The "Macgregor's" voyage (including the subsidy from both the Governments) will leave a considerable loss, and you must see there is no ground whatever for expecting the owners of the "Mikado" to carry the mails for less money than it will cost to convey them. There must, therefore, be as liberal a construction as possible put upon the guarantees.

The subsidies for the "Macgregor's" voyage, commencing 4th July, to San Francisco, and for the "Mikado's" voyage, commencing 1st August, must of course not be paid to Mr. Hall's representative at Sydney, but remitted to us for the owners of these two steamers. We cannot think that the New South Wales Government has paid these subsidies away after your telegram and our own, but we are under obligation to the owners to see them paid, and we shall be obliged if you will telegraph to the Government to inquire when and how the amounts referred to will be remitted.

We are, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure

[Enclosure No. 52.]

Secretary to the Agent General for New South Wales, London, to Lawrence, Clark, and Co.
London, 19 August, 1874.

Gentlemen,

I beg to acknowledge receipt of yours of this date, announcing departure of "Macgregor." With reference to the latter part of your letter, I think it is met by the following passage in Sir Charles Cowper's telegram to Sydney of 17th instant.

"Clark asks how 'Tartar' 'Macgregor' subsidies are to be paid. Has already advanced for 'Tartar'. Owners anxious to know immediately about 'Mikado,' in order to book passengers."

I will at once let you know when a reply is received to this telegram.

Yours, &c.,
A. A. JOPP, Capt., R.E.

[Enclosure No. 53.]

Lawrence, Clark, & Co., to the Agents General for New South Wales and New Zealand, London.
London, 21 August, 1874.

Gentlemen,

Enclosed we beg to hand you copy of a letter which we have this morning received from Mr. H. de Courcy Forbes, who you will observe is about proceeding to America, and promises on his arrival there to lay before his father our letter containing the suggestion that we should be appointed his attorneys and Hall's substituted attorneys to do all needful for carrying out the contract. In the meantime Mr. Forbes, as attorney for his father, has addressed to you jointly the accompanying authority to pay to us all subsidies from 1st July.

We shall be much obliged if you will have the goodness to telegraph at once to your respective Governments, informing them that you hold this authority, and requesting them to give it due effect.

We have, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 54.]

H. de C. Forbes to Messrs. Lawrence, Clark, & Co.

Paris, 20 August, 1874.

Dear Sir,

I received yesterday your letter of the 15th instant, and enclose you a letter to the Agents for New South Wales and New Zealand, as requested.

As I am leaving for America to-morrow from Havre, I will lay your letter before my father, and you will be advised either by wire or mail of his intentions, but as well as I can remember he has not the power of substitution as regards Hall.

I remain, &c.,
H. DE C. FORBES.

[Enclosure No. 55.]

P. S. Forbes, by his Attorney H. de C. Forbes, to the Agents General for New South Wales and New Zealand, London.

Paris, 20 August, 1874.

Dear Sirs,

Referring to the telegram received by Sir Charles Cowper from his Government on the 8th instant, *i.e.*—

"Government will, upon order of contractors, pay subsidy to owners upon every completed voyage, according to contract"—

I hereby authorize and request your Governments jointly and separately to pay all subsidies earned from July 1st to Messrs. Lawrence, Clarke, & Co., through the Bank of New Zealand.

I am, &c.,
P. S. FORBES,
By his Attorney,
H. DE C. FORBES.

[Enclosure No. 56.]

The Secretary to the Agent General for New South Wales, London, to Messrs. Lawrence, Clark, & Co.
3, Westminster Chambers, S.W.,
21 August, 1874.

Gentlemen,

In acknowledging the receipt of yours of to-day, enclosing copy of two letters from Mr. De Courcy Forbes, I am desired by Sir Charles Cowper to say that he is at a loss to reconcile the situation which you now assume with that which you took in your letter of the 11th inst., in which you said that you could do nothing more for the temporary services as agents for the contractors. Passing this over, however, for the moment, I am to remark that while the first part of your letter requires at present no reply, it is necessary for the Agent General to remind you, with reference to the authority from Mr. Forbes, junr., referred to in the latter part of your letter, that at an interview with our solicitors, at which you were present, it was distinctly pointed out that the power of attorney held by Mr. Forbes, junr., being on behalf of his *father only*, was utterly valueless for all matters connected with the contract, inasmuch as it did not give power to act for Hall & Forbes, as partners in the contract, but only for Forbes himself in matters in which he had a sole and individual interest. I am, therefore, desired by the Agent General to request that you will inform Mr. Forbes, junr., that he cannot be recognized as holding any delegated power under the contract. This being the case, it becomes useless for the Agent General to telegraph to Sydney, as it would practically have the effect of asking the Government to give an effect to an authority which we know to be of no value.

Yours, &c.,
A. A. JOPP,
Capt. R.E.

[Enclosure

[Enclosure No. 57.]

Messrs. Lawrence, Clark, & Co., to the Agent General for New South Wales, London.
Windsor Chambers, Great Saint Helen's,
London, E.C., 22 Aug., 1874.

Dear Sir,

In reply to your favour of yesterday's date, we venture to point out to you that there is really no inconsistency between our letters of the 11th and 21st inst. The position assumed in the former applied, and could apply only, to what might be done from that time forward.

Mr. Forbes's letter applies to the previous period, and authorizes the payment to us of all subsidies from 1st July, thus covering the "Macgregor's" voyage commencing 4th July, and the "Mikado's" voyage, commencing 1st August, from Sydney to San Francisco. It was in order that these particular subsidies might be secured for the owners of the vessels that we asked you to telegraph to Sydney, and we still hope you will oblige by doing so. Mr. Forbes's letter will at least prevent him from asserting any further claim upon the subsidies after the 1st July.

While writing we have received a telegram from the owners of "Mikado," stating that if the subsidy is given they will run the vessel to Sydney with the mails, but that they must have a final reply as to this at once. They have already lost the chance of booking a single passenger here, and unless the vessel is immediately advertised at San Francisco they will be unable to secure either freight or passengers there.

The owners of the "Macgregor" instruct us to send her from Sydney to Hong Kong unless the Governments at once decide that they desire to retain her in the service.

The whole of the position is one of the utmost urgency, and nothing but prompt decision will avail to avert collapse.

We are, &c.,

LAWRENCE, CLARK, & CO.

We send copy of this letter to Dr. Featherston.

[Enclosure No. 58.]

Secretary to the Agent General for New South Wales, London, to Lawrence, Clark, & Co.
London, 21 August, 1874.

Gentlemen,

With reference to yours of 22nd instant, Sir Charles Cowper desires me to point out to you that you ignore the principal fact set forth in my letter of the 21st (to which yours purports to be a reply), viz. :—that the Agent General cannot accept, nor can he submit to his Government, any proposition relating to the contract for the San Francisco Mail Service which emanates from Mr. Forbes, junior, inasmuch as that gentleman is not legally empowered to act on behalf of the contractors.

With regard to the "Mikado," the Agent General has already, as you are aware, telegraphed to Sydney, stating that the owners are anxious to know immediately about her. There is, unfortunately, an interruption in our telegraphic communication with Sydney, as the cable has been under repair since the 19th instant; the message to which I have just referred was, however, sent on the 17th instant, and it has doubtless been duly received, although the interruption may have prevented the transmission of a reply.

I have, &c.,

A. A. JOPP,
Captain, R.E.

[Enclosure No. 59.]

Peachey & Lloyd to Secretary to the Agent General for New South Wales, London.
London, 24 August, 1874.

Dear Sir,

Postal Contract.

We beg to enclose, as requested, copies of the letters which, by arrangement of the solicitors for the New Zealand Government, we have addressed to the contractor's sureties, and we also annex a copy of Mr. Nash's (Mr. De Bussche's solicitor), reply asking to be furnished with copies of the contract and bond. We understand that Mr. Nash had failed to obtain copies of these documents from the contractor's solicitor, and hence his application to us.

We have seen Messrs. Mackerell & Co. thereon, and find they have obtained Dr. Featherston's consent to the copies being supplied, but we have also learned (and mention it for your information) that Dr. Featherston is still without instructions from his Government, and has consequently not yet made any arrangement for the payment of future subsidies to the owners of the vessels, similar to that which you have made under instructions from Sydney.

Yours, &c.,
PEACHEY & LLOYD.

[Enclosure No. 60.]

Peachey & Lloyd to E. M. De Bussche.

London, 13 August, 1874.

Sir,

We are instructed by the Postmaster General for New South Wales, to inform you that he and the Postmaster General for New Zealand will not forego any of their rights or remedies against you, under the bond entered into with them by yourself, Mr. Hall, Mr. Forbes, and Mr. Cunningham.

We are, &c.,
PEACHEY & LLOYD.

[Enclosure

[Enclosure No. 61.]

Peachey & Lloyd to E. Cunningham.

London, 13 August, 1874.

Sir,

We are instructed by the Postmaster General for New South Wales to inform you that he and the Postmaster General for New Zealand will not forego any of their rights or remedies against you under the bond entered into with them by yourself, Mr. Hall, Mr. Forbes, and Mr. De Bussche.

We are, &c.,

PEACHEY & LLOYD.

[Enclosure No. 62.]

William Nash to Messrs. Peachey & Lloyd.

London, 15 August, 1874.

Dear Sirs,

Mr. De Bussche has handed your letter of the 13th instant; he has no copies of the papers relating to the matter referred to in your letter, and although he and I have endeavoured to obtain them, we have not yet succeeded in doing so. As therefore I am unable to advise Mr. De Bussche, I am compelled to ask you kindly to assist me, as far as you are able, by informing me of the purpose for which the letter was written.

Have you copies of the papers relating to this matter or the originals, and if so, would you let me have copies on payment of the usual charges?

I am, &c.,

WM. NASH.

[Enclosure No. 63.]

Telegram received 25th August, 1874, dated Sydney, 24th. Colonial Secretary to Agent General for New South Wales, London.

You are instructed to guarantee subsidies not exceeding terms of temporary contract to vessels necessary to continue Mail Service, but do not prejudice position of Government in relation to contractors, and sureties act accordingly.

[Enclosure No. 64.]

Telegram—Agent General, New South Wales, London, to Lawrence, Clark, & Co., 25th August, 1874.

TELEGRAM from Sydney authorizes me to guarantee New South Wales share of subsidies not exceeding terms of temporary contract to vessels to continue Mail Service. I authorize you to make this offer from me to owners of "Mikado" for next voyage, on understanding that such service shall be performed by owners on direct behalf of Government, and only if all their engagements with contractors are at an end. Telegraph reply.

[Enclosure No. 65.]

Telegram—Lawrence, Clark, & Co., to Agent General for New South Wales, London.

London, 25 August, 1874.

Will immediately communicate your offer to owners of "Mikado." Is there any prospect of New Zealand Government joining? Telegraph reply.

[Enclosure No. 66.]

Telegram—Secretary to the Agent General for New South Wales, London, to Lawrence, Clark, & Co.

London, 25 August, 1874.

AGENT General for New Zealand has received no instructions, but feels confident that his Government will take the same action as that of New South Wales.

[Enclosure No. 67.]

John Mackrell & Co. to The Agent General for New Zealand, London.

21 Cannon-street,

London, E.C., 31st July, 1874.

Postal Contract.

Dear Sir,

We regret to have to report to you, as we feel it our duty to do, that it seems to us, from the information we have obtained, there is no hope whatever of the contractors carrying out these contracts.

There appears to be no doubt that when the contracts were entered into there was the fullest intention of carrying them out, and that Mr. Forbes' position fully justified reliance on his fulfilling his engagements.

Such a reliance was warranted by the facts that Messrs. Barings gave him a credit of £25,000 for the purpose (all of which has been spent), and that Messrs. Lang and Messrs. Elder were satisfied to enter into engagements with him to build ships for the service, the cost of which was to be nearly £400,000. The Postmaster General had, therefore, every right to expect that the contracts would be carried out.

It appears now that Mr. Forbes entered into these without having made any calculations for the future of the undertaking, and in reliance that the public would readily subscribe to carry out an undertaking which appeared, to him (we suppose from Mr. Hall's representations) so full of promise. Mr. Hall was, however, allowed to leave England without any statement being prepared which could be verified as to probable receipts and payments on which to invite Mr. Forbes' friends or the public to co-operate. The Company was, however, registered with only nominal shareholders, but no one connected with the enterprise appeared to take the matter earnestly in hand, and it seemed to be drifting into difficulty.

Afterwards,

Afterwards, however, it was seriously taken up, and gentlemen of good position, and having suitable experience, were invited to join the enterprise, and were disposed to do so, but they declined to have anything to do with the registered Company, or to adopt the engagements they proposed to enter into, and before embarking in the enterprise they required to be satisfied what the probable receipts and expenditure would be.

It was then found that the statement prepared and proposed to be issued by the registered Company was a mere guess, and wrong altogether, but through the kind assistance given by the Manager of the Royal Steam Packet Company (who were desirous to see the service established, although they declined to take up the contracts), a statement was prepared which, as regarded expenditure, could be relied on, and as regards receipts seemed to be a moderate estimate.

Relying upon this statement, and subject to certain modifications in the terms of the contract which it was intended to apply for, it was proposed to form a new Company to take up and work the permanent contract only, and there appeared a fair prospect of an influential Board being formed, it being nevertheless doubted whether, in the present position of certain steam-packet Companies, and the large reduction in the dividends of those well established, the public would be likely to subscribe freely. It was, however, then found impossible to proceed in the formation of a new Company, as Mr. Forbes had gone away to Paris, and seemed entirely to abandon the matter, for although he purported to authorize friends to act for him they declined to do so, alleging that they were not so authorized.

Bills which had been given in payment of instalments on the ships were returned dishonored, and the shipbuilders declined to go on with the ships. The necessary funds to carry on the temporary service (which if discontinued might imperil the permanent service) were not forthcoming (the credit at Messrs. Barings having been exhausted), and arrangements entered into with the Company already registered, and between the parties interested, had rendered any new engagement with another Company difficult if not impossible, at least until these could be got rid of. Under these circumstances, those who were otherwise willing to take up the permanent service declined to do so.

Mr. Forbes has now gone to New York, and has been gazetted out of his firm of Russell & Co., of Shanghai. Mr. De Bussche, one of his sureties, who was living in England, has gone to Boston, in America; and the other surety, Mr. Cunningham, is at Shanghai.*

Three, therefore, of the parties responsible to the Government seem quite to have abandoned the undertaking, and left the Government to their remedy under the bond, and Mr. Hall alone appears to be interesting himself in the matter.

We have written to Mr. Forbes and the sureties, reminding them of their obligations, and requiring the contracts to be observed and fulfilled.

We cannot yet say whether there is a prospect of a combination being formed amongst the owners of the ships employed in the temporary service, Messrs. Lang, and Messrs. Elder, the shipbuilders and the agents, to make proposals to carry on the service; but we have had interviews with the parties, and done our best to bring about an arrangement, feeling sure that the Government would approve of our doing so.

We trust, however, that some arrangement may be come to for carrying out the service, believing as we do that it will not only conduce to the welfare of the Colonies, but be a successful commercial enterprise, if properly conducted.

We are, &c.,
JOHN MACKRELL & Co.

* Memo. of Secretary to Agent General, New South Wales, London:—"Mr. De Bussche in England, but cannot be heard of; Mr. Cunningham in Boston.—A.A.J."

Telegrams.

[Enclosure No. 68.]

Agent General for New Zealand, London, to Premier, New Zealand.

23 July, 1874.

To secure forwarding mails now at Francisco, Lawrence-Clark advance "Tartar's" owners July subsidies; I recommend you advance July subsidy New Zealand. Bank to pay over here. Samuel thus appropriated Sydney subsidy. Present contractors cannot carry out contract. Reasonable prospect of shipowners, builders, agents combining to perform service efficiently if contract for twelve years. Subsidy of eighty thousand for ten knot, ninety eleven, one hundred thousand twelve.

[Enclosure No. 69.]

Extract from Telegram sent 31 July, 1874.

Agent General for New Zealand, London, to Premier, New Zealand.

"No hope contractors carrying out postal contracts. Forbes gone America, where Cunningham also is. Forbes gazetted out of his firm. Bills given to shipbuilders dishonored. Loss already incurred some thirty thousand. Macgregor takes mails on my undertaking. Recommend Government pay subsidy to Bank to pay over here. Agents say can carry on temporary service if secured permanent contract with modifications applied for."

[Enclosure No. 70.]

Edward Cunningham, Esq., to John Mackrell, Esq.

Boston, U.S.A.,
24 July, 1874.

Dear Sir,

I have your short note of July 10th, addressed to me in London.

I have known very little of the Australian Steam Company since I left London,—nearly three months ago,—Mr. Forbes having had another adviser, and scarcely ever writing. He is here now, and I learn what he has done.

With

With regard to my making any arrangements to carry on the business, it is wholly out of the question. It is quite out of my sphere of action.

From what Mr. Forbes says, it seems apparent that no one could do much beyond casting money into an abyss. Mr. Forbes has now spent, to my knowledge, about £50,000, and is as far from any relief as ever. He is at the end of his resources, and broken in spirit.

The enterprise has been very unfortunate, but the conditions were too hard, as I pointed out to Mr. Forbes when I first heard of them.

Yours, &c.,

EDWARD CUNNINGHAM.

No. 107.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, SYDNEY.

London, 3, Westminster Chambers, S.W.,
22 September, 1874.

SIR,

I have now the honor, in continuation of my despatch, No. 390 of 25th August last, to report further progress in the matter of the San Francisco Mail Service, and to enclose copy of correspondence since that date.

My former despatch left us in the midst of negotiations with the owners of the "Mikado" which were rendered somewhat troublesome in consequence of my not knowing the route she was to take, or whether the payments you were prepared to make for her would be in any way modified by arrangements which might be necessary in connection with a branch steamer from Kandavau. Moreover, it was evident that the owners were not disposed, unless they were guaranteed a very largely increased subsidy, to leave New Zealand out of the route. I accordingly telegraphed to you on the 26th August, and again on the 1st September. On the 3rd September I received your telegram of the 2nd September, which however was not a reply to mine of the 1st; I therefore waited until on the 6th September I received your telegram of the 5th, when I at once communicated with Dr. Featherston, and having been assured by him of his confidence that the Government of New Zealand would pay their share of the "Mikado" subsidy, I telegraphed to you to that effect on the 7th September, and wrote to Messrs. Lawrence, Clark, & Co., guaranteeing on your behalf, the payment of our share of the subsidy, as stipulated for by Lawrence-Clark, on behalf of the owners, in their letter of 4th September. The "Mikado" accordingly sailed from San Francisco for Kandavau, Auckland, and Sydney, with the London mails of the 2th August.

On the 28th August, Dr. Featherston received a telegram from his Government announcing that they were not disposed to continue further arrangements in connection with the temporary service, and that they were about to send a representative to Sydney to arrange for the permanent service. I supposed that you would be informed by the New Zealand Government of their intentions, but I mentioned the matter to you in my telegram of 1st September. The Postmaster General, in consequence of a communication made to him by Dr. Featherston, announced that New Zealand letters would not for the present be despatched by San Francisco, and a revised programme was issued, dates remaining as before, but New South Wales only (and the other Australian Colonies if letters so marked) appearing in connection with the San Francisco route.

On the 4th September I received a letter from Messrs. Lawrence, Clark & Co., asking for payment of the "Tartar" subsidy, but I informed them on the 7th September that, as far as I was aware, I had nothing to do with making this payment.

As soon as I received (on the 3rd September) your telegram of 2nd September, relative to the permanent service, I instituted the necessary inquiries, and on the 8th September, Dr. Featherston having received from his Government the telegram of 3rd September, of which a copy is enclosed, was thereby placed in a position which enabled him to co-operate with me.

At this stage I thought it desirable to ascertain from Messrs. Lawrence, Clark, & Co., as agents for the contractors for the permanent service, whether there was any change in the prospects of their carrying out their engagements. In reply to my inquiries, I received their letter of the 9th September, which confirmed all that I had previously known, and which I have already fully reported to you.

The negotiations in connection with the permanent service have progressed somewhat slowly, as the Pacific Company have been rather dilatory; they appear to be a little afraid of the undertaking, though I believe that they are seriously considering it. We have thought it advisable not to appear too anxious, the more so as it is evident that a higher rate of subsidy will be stipulated for by any Company that may offer to undertake the service. We hope, however, to be able, almost immediately, to telegraph to you a definite offer from the Pacific, as indicated in our joint telegram of the 18th September.

I have, &c.,

CHARLES COWPER.

The Postmaster General.—H.P., 10/11/74.

Read.—S.S., 16/11/74.

[Enclosure No. 1.]

Telegram, dated 25th August, 1874, from Lawrence, Clark, & Co., to The Agent General for New South Wales, London.

OWNERS "Mikado" say let us understand thoroughly about branching off at Fiji, who pays branch steamer. Reply at once.

[Enclosure No. 2.]

Telegram, 25th August, 1874, from Agent General for New South Wales, London, to Lawrence, Clark, & Co.

CANNOT discuss this matter further by telegram. Will be glad to see Mr. Clark here to-morrow at eleven.

[Enclosure

[Enclosure No. 3.]

Telegram, sent 26th August, 1874, from Agent General for New South Wales, London, to The Colonial Secretary, Sydney.

OWNERS "Mikado" ask whether she is to go from Kandavau to Sydney direct, if not what amount of subsidy do you guarantee, having regard to arrangements you may have to make for sending steamer to Kandavau to meet "Mikado"? What is arranged about mail leaving Sydney 29th?

[Enclosure No. 4.]

Telegram, received 28th August, 1874, from The Hon. Julius Vogel, Wellington, to Agent General for New Zealand, London.

CALIFORNIA service—we approve payments you have authorized, but are not at present favourable further arrangements temporary service, we send representative to Sydney next month to arrange for permanent service, as you suggest. Meanwhile send all mails by Suez and Melbourne.

[Enclosure No. 5.]

Lawrence, Clark, & Co., to Agent General for New South Wales, London.

Windsor Chambers, Great St. Helen's,
London, E.C., 28 August, 1874.

Dear Sir,

Messrs. Watt & Co. have received the following telegram from Messrs. Gilchrist, Watt, & Co., their firm in Sydney:—

"'Cyphrenes' arrived. Future arrangements uncertain."

Messrs. D. R. Macgregor & Co. telegraph us from Leith that your Government must not keep "Macgregor" without his consent.

We infer from Gilchrist & Co.'s telegram that the Sydney Government are not dispatching a mail this month.

We are, &c.,
LAWRENCE, CLARK, & Co.

[Enclosure No. 6.]

Telegram, sent 1st September, 1874, from Agent General for New South Wales, London, to Colonial Secretary, Sydney.

"MIKADO" arrived 'Erisco 30th. Owners ask 2,200 pounds outward voyage, Kandavau, Auckland, Sydney, for mails despatched 25th August.

Featherston has received telegram approving payments he has authorized, but saying New Zealand not at present favourable further arrangements temporary service; will send representative Sydney September, to arrange permanent service. Meantime Featherston has notified Postmaster General not to send New Zealand mails by 'Erisco. Important we should notify intentions.

[Enclosure No. 7.]

Telegram, received 3rd September, 1874, from Colonial Secretary, Sydney, 2nd September, 5 p.m., to Agent General for New South Wales, London.

SEND "Mikado" to Sydney *via* Kandavau if write changed instructions at Kandavau. Sydney steamer left here Saturday for 'Erisco. Ascertain all facts permanent services. If necessary ask Pacific Company and others what subsidy they require, same particulars permanent contracts.

[Enclosure No. 8.]

Secretary to Agent General for New South Wales, London, to Messrs. Peachey & Lloyd.

3, Westminster Chambers, S.W.,
3 September, 1874.

Gentlemen,

Sir Charles Cowper desires me to inform you that he has to-day received the following telegram from the Chief Secretary, Sydney:—

"Ascertain all facts permanent services, if necessary ask Pacific Company and others what subsidies they require, same particulars permanent contracts."

With a view to communicating with Companies as may appear desirable, it would be convenient, with reference to the provisions of the concluding words of the telegram, to be able to lay before them a copy of the Permanent Contract entered into between the New South Wales and New Zealand Governments and Messrs. Hall and Forbes. The Agent General therefore requests that you will advise him, after consultation with the solicitors for the Government of New Zealand, whether there will be any objection to such a course; and if there be no objections, he requests you to obtain from Mr. Mackerell six printed copies of the Permanent Contract.

Yours, &c.,
A. A. JOPP,
Capt., R.E.

[Enclosure

[Enclosure No. 9.]

Messrs. Lawrence, Clark, & Co. to The Agent General for New South Wales, London.

Windsor Chambers, Gt. St. Helen's,
London, 4 September, 1874.

Dear Sir,

As we have already paid the hire of the "Tartar" s. for taking the mails of 30th June, we shall feel obliged by your sending us a cheque, at your convenience, for the amount agreed upon with our Mr. Clark.

We are, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 10.]

Messrs. Lawrence, Clark, & Co. to The Agent General for New South Wales, London.

Windsor Chambers, Great St. Helen's,
London, 4 September, 1874.

Dear Sir,

Referring to our conversation some days ago, we now beg to inform you that, on your assurance and that of Dr. Featherston, as Agents General for your respective Colonies, through us, that Mr. Macgregor would be paid the subsidies if his ship carried the mail, he has agreed to despatch the "Mikado" from San Francisco on the arrival of the mails sent from London on the 25th August last, *via* Kandavau and Auckland, to Sydney, and we telegraphed to Messrs. Merrill & Co. yesterday to that effect.

Had the "Mikado" been required to go to Sydney only, *via* Kandavau, thus preventing the ship from getting freight and passengers to New Zealand, Mr. Macgregor would have required a much larger subsidy from your Government. Be good enough to acknowledge the receipt of this letter, and confirm the above arrangements.

We are, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 11.]

Messrs. Peachey and Lloyd to The Secretary to Agent General for New South Wales, London.

8, Frederick's Place, Old Jewry, E.C.,
London, 4 September, 1874.

Dear Sir,

Postal Contract.

We beg to acknowledge the receipt of your letter of yesterday's date, the subject of which shall have our best attention. We have seen Mr. Mackerell's clerk to-day, and hope to have an opportunity of seeing Mr. Mackerell thereon on Monday.

Yours, &c.,
PEACHEY & LLOYD.

[Enclosure No. 12.]

Telegram, received 6th September, 1874, from The Colonial Secretary, Sydney, to Agent General for New South Wales, London.

If Featherston joins in paying owners "Mikado" the two thousand two hundred pounds send *via* Auckland; if not, send here *via* Kandavau, we paying B* whole.

[Enclosure No. 13.]

Lawrence, Clark, & Co. to The Agent General for New South Wales, London.

Windsor Chambers, Gt. St. Helen's, E.C.,
London, 5 September, 1874.

Dear Sir,

We beg to inform you that Messrs. Redfern, Alexander, & Co. have received a telegram and posted same at Lloyd's to the effect that the "City of Melbourne" will leave San Francisco on the 10th October.

We have, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 14.]

Telegram from Agent General for New South Wales, London (sent 7 September, 1874), to The Colonial Secretary, Sydney.

FEATHERSTON confident from telegram received that his Government will pay share "Mikado"; she sails, Kandavau, Auckland, Sydney.

[Enclosure No. 15.]

Secretary to The Agent General for New South Wales, London, to Lawrence, Clark, & Co.

3, Westminster, Chambers, S.W.,
London, 7 September, 1874.

Gentlemen,

In reply to yours of 4th instant, relative to the payment of the hire of the "Tartar," for taking the mails of the 30th June, I am desired by Sir Charles Cowper to inform you that he has received no instructions from his Government to pay for this service, the arrangements for which were negotiated direct between the Postmaster General of New South Wales and yourselves.

Yours, &c.,
A. A. JOPP, Capt. R.E.

[Enclosure

[Enclosure No. 16.]

Secretary to Agent General for New South Wales, London, to Lawrence, Clark, & Co.

3, Westminster Chambers, S.W.,
London, 7 September, 1874.

Gentlemen,

I am desired by Sir Charles Cowper to acknowledge the receipt of your letter of the 4th instant, embodying an offer from the owners of the "Mikado" for the conveyance by her of the mails which left England on the 25th ultimo.

The Agent General was unable at once to confirm the arrangement proposed, being precluded from doing so by the terms of our Sydney telegram of the 2nd instant, he therefore postponed his reply, pending an answer to a telegram sent by him to Sydney on the 1st instant; this has now been received, and it enables the Agent General to confirm the offer made in your letter now under reply.

Sir Charles Cowper has telegraphed to Sydney, announcing the arrangements now concluded for the despatch of the "Mikado."

Yours, &c.,
A. A. JOPP, Capt., R.E.

[Enclosure No. 17.]

Telegram, received 8 September, 1874, from The Hon. Julius Vogel, Wellington, 3 September, 1874, to Agent General for New Zealand, London.

FRISCO Service—Russell goes to Sydney middle September, authorized by Government. Place yourself in communication with him; let him know possibilities of new service.

[Enclosure No. 18.]

Lawrence, Clark, & Co., London, to The Agent General for New South Wales, London.

London, 9 September, 1874.

Dear Sir,

With reference to inquiry this afternoon, respecting the ability or willingness of the original contractors to fulfil their engagement to establish a permanent service for the conveyance of mails between this Country and the Colonies of New South Wales and New Zealand *via* San Francisco, we can only say that, for some time past, we have been unable to obtain instructions of any kind from any of the parties to the contract. Mr. Paul S. Forbes has absconded to America, to evade the claims for which he has made himself liable in consequence of not having fulfilled his engagements in connection with the said contract. He informed us, through his son Mr. H. De Courcy Forbes, that he did not intend to do anything more towards carrying on the service.

We understand that Mr. H. H. Hall is now in America, having arrived there from Sydney on the 30th ultimo, but he does not keep us informed of his intention or movements.

Mr. E. H. De Bussche and Mr. Cunningham, the sureties of the contract, appear completely to ignore their responsibility in the matter.

We are, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 19.]

Telegram, sent 17th September, 1874, from Agent General, New South Wales, London, to Peachey & Lloyd.

DISAPPOINTED not to have received 'Frisco contract heads of arrangements as promised; please furnish immediately, ascertaining from Mackerell that all details are exactly as carried out in signed contract.

[Enclosure No. 20.]

Peachey & Lloyd to Agent General for New South Wales, London.

8, Frederick's-place, Old Jewry,
London, E.C., 17 September, 1874.

Dear Sir,

Postal Contract.

We are in receipt of your telegram; we had been waiting to hear from Messrs. Mackerell on the subject of the proposed epitome or heads of arrangement, but we now find Mr. Mackerell, who has returned to town, is of opinion that it would be better to let intending contractors inspect and take notes of and if necessary be supplied with a print of the existing contract; and it seems Dr. Featherston has already handed one to the Pacific Company.

Yours, &c.,
PEACHEY & LLOYD.

[Enclosure

[Enclosure No. 21.]

Telegram, sent 18 September, 1874, from Agents General for New South Wales and New Zealand, to New Zealand Representative and Colonial Secretary, Sydney.

We hope to receive definite offer from Pacific next week; they will probably ask one hundred thousand for eleven knots; they could begin service almost immediately with first-rate boats; other responsible parties may also offer, but not on more favourable terms.

No. 108.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, SYDNEY.

3, Westminster Chambers,
20 October, 1874.

SIR,

I have the honor to continue the report of the 22nd September last, relative to the San Francisco Mail Service, and to enclose copy of correspondence since that date.

Our anticipations with regard to a tender from the Pacific Company were not realized. Some days after the meeting referred to in our telegram of 25th September, they definitely informed us that they declined for the present entertaining the question. Of this you were informed on the 2nd October.

The tender from the North German Lloyd's Company, dated 28th September, was telegraphed to you on the 2nd October. The proviso at the end of the tender, to the effect that it was subject to reply on or before the 15th October, was not communicated to you, as it was thought, in view of other expected offers, that it might possibly hamper you, and that there would be no difficulty in obtaining an extension of the date. Yesterday, however, Mr. Hanks, who has negotiated the offer on behalf of the North German Lloyd's, called on Dr. Featherston and myself, and said that the Company expected a reply at once as to your intentions. This we promised to telegraph to you, and we shall probably do so to-day (but not until after the mail is closed). Mr. Hanks also requested that the tender be considered confidential, and we informed him that we would request you to regard it as such.

Messrs. Lawrence, Clark, & Company's letter of 1st October, relative to the payment of certain subsidies, and the telegram of 2nd October on this subject, speak for themselves, and no action as to payment will be taken until your instructions have been received.

The proposal as to sealed tenders, contained in the telegram of 2nd October, was thought advisable, as great reluctance was manifested, especially by Messrs. Macgregor & Elder and their friends, to make an open offer. We also thought that the arrangement suggested might elicit offers from other parties, and that it would check further dilatoriness and delay.

I should add that the "Company composed of Pacific Railways and practical Steamship men," referred to in this telegram, now form a part of the "Macgregor-Elder combination."

The telegram of 3rd October, relative to other routes, was sent in consequence of a new line having been proposed by the North German Lloyd's; and it was thought that you might wish to have offers for such alternative ways of carrying on the service as might suggest themselves to you.

On receipt of your telegram of 6th October, containing instructions to proceed for recovery of bonds (similar instructions having been received by Dr. Featherston by telegram, dated 1st October), Messrs. Peachey & Lloyd were at once written to (7th October), Mr. Mackerell having already been communicated with. At this time, however, Dr. Featherston was absent on duty on the Continent, and since his return on the 16th instant, Mr. Mackerell has been away. He is expected to return immediately, and a consultation has been arranged for to-morrow. Meantime no time has been lost, as the solicitors were anxious to look up certain points of American law, in order to be in a position to advise as to the course to be taken.

On the 14th October Dr. Featherston had the pleasure of receiving from Mr. Russell a telegram announcing that New Zealand had resumed her connection with the temporary service, and this added to the satisfaction with which we had previously heard that you had made arrangements in Sydney for the maintenance of the service.

The only parties now likely, as far as we are aware, to tender for the permanent service, are the "Macgregor-Elder combination." They still show great reluctance to acquaint us with their plans, but there is no doubt that there is a *bonâ fide* intention to make an offer at a very early date. The combination appears to have become much more powerful and extended than was originally contemplated, and the introduction into it of new elements has doubtless been a cause of delay.

I have, &c.,

A. A. JOPP,

Capt. R.E., Secy.

(For Agent General.)

The Postmaster General.—H.P., 28/12/74. Seen.—S.S., 6/2/75.

[Enclosure No. 1.]

Telegram, sent 25th September, 1874, from Agents General for New South Wales and New Zealand, London, to Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

PACIFIC will decide Monday whether they tender, North German Lloyd's promise tender next week. Prospect of combination being formed by Macgregor, Elder, Lawrence, Clark, with whom Hall, who arrived Wednesday, is in communication.

[Enclosures Nos. 2 and 3.]
Confidential offer of Nord Deutscher Lloyd.

[Enclosure No. 4.]

Lawrence, Clark, & Co. to The Agent General for New South Wales, London.
Windsor Chambers, Great Saint Helen's,
London, 1 October, 1874.

Dear Sir,

We shall esteem it a special favour if you will have the goodnes to telegraph to your Govern-
ment for information or instructions in regard to the subsidies payable in respect of the following trips,
viz. :—

The up trip of the "Macgregor," 4th July, from Sydney to San Francisco—paid by us to owners.
The down trip of the "Tartar," 28th July, from San Francisco to Sydney, guaranteed to owners
by Mr. Samuel, through us—and paid by us to owners.

The down trip of the "Macgregor," 17th August, from San Francisco to Sydney, under guarantee
from yourself, and for which we have given our acceptance to the owners.

We are, &c.,
LAWRENCE, CLARK, & CO.

[Enclosure No. 5.]

Telegram, sent 2nd October, 1874, from the Agent General for New South Wales, London, to The
Colonial Secretary, Sydney.

LAWRENCE-Clark ask payment—"Macgregor," July, Sydney to 'Frisco ; "Tartar," July, 'Frisco Sydney ;
and "Macgregor," August, 'Frisco Sydney. Instructions requested. * * * * *

[Enclosure No. 6.]

Telegram, sent 2nd October, 1874, from the Agents General for New South Wales and New Zealand,
London, to The Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

PACIFIC declines at present entertaining question ; supposed to be under influence of a competing party.
Tender from Macgregor-Elder ; combination probably next week ; also from Company composed of Pacific
railways and practical steamship men, but general reluctance to tender in consequence of our having no
power, and of suspicion that tenders will merely be used to lower rates of subsidy asked for by parties in
Sydney. We therefore suggest that day be fixed, say fifteenth October, for us to receive sealed tenders,
to be opened by us, and immediately telegraphed to you, and that you authorize us to inform parties
desirous of tendering that you will receive sealed tenders in Sydney same day, but will not open them
until you receive our telegram.

[Enclosure No. 7.]

Telegram, sent 2nd October, 1874, from Agents General for New South Wales and New Zealand, London,
to Colonial Secretary, Sydney, and New Zealand Representative, Sydney.
CONFIDENTIAL Tender of North German Lloyd's.

[Enclosure No. 8.]

Telegram—Sydney, 1st October, from New Zealand Representative in Sydney, to Agent General for New
Zealand, London.
CALIFORNIA Service—Let Mackrell immediately recovery on bonds, co-operating New South Wales. Am
anxiously waiting information tenders.

[Enclosure No. 9.]

From Agent General for New South Wales, London, to Colonial Secretary, Sydney. (Telegram sent 3rd
October, 1874.)
WITH reference to German Lloyd's tender, is there any other route for which we should obtain offers ?

[Enclosure

[Enclosure No. 10.]

From Secretary to Agent General for New South Wales, London, to Lawrence, Clark, & Co.

3, Westminster Chambers, S.W.,
3 October, 1874.

Gentlemen,

In reply to yours of 1st instant, I am desired by Sir Charles Cowper to inform you that he telegraphed yesterday to the Chief Secretary, Sydney, as follows:—"Lawrence-Clark ask payment "Macgregor," July, Sydney to 'Frisco, "Tartar," July, Frisco Sydney, and "Macgregor," August, 'Frisco Sydney; instructions requested.

A. A. JOPP, Capt., R.E.

[Enclosure No. 11.]

Telegram from Colonial Secretary, Sydney, to Agent General for New South Wales, London (dated 6 October, 1874.)

You are instructed on behalf of this Government to proceed in concert with Featherston and in consultation with solicitors for recovery of bonds in Pacific mail contract; so far as we know, to breach get in permanent contract.

*? So far as we know, *no* breach yet in permanent contract.—A. A. J.

[Enclosure No. 12.]

Secretary to Agent General New South Wales, London, to Messrs. Peachey & Lloyd.

3, Westminster Chambers, S.W.,
7 October, 1874.

Gentlemen,

I am desired by Sir Charles Cowper to inform you that he has this day received the following telegram from the Chief Secretary, Sydney:—

"You are instructed on behalf of this Government to proceed in concert with Featherston, and in consultation with solicitors for recovery of bonds in Pacific Mail Contract; so far as we know, to breach get in permanent contract."

It is thought that the latter part of this telegram should read, "so far as we know, no breach yet in permanent contract."

Similar instructions have been received by Dr. Featherston, on behalf of the Government of New Zealand, and have been placed in the hands of their solicitors.

Sir Charles Cowper therefore requests that you will be good enough to place yourselves at once in communication with the Solicitors for the Government of New Zealand, with a view to determining the steps to be taken, arranging for a consultation, as directed in the telegram, at as early a date as possible.

Yours, &c.,

A. A. JOPP, Capt., R.E.

[Enclosure No. 13.]

Telegram received 14th October, 1874, from New Zealand Representative, in Sydney, to Agent General for New Zealand, London.

CALIFORNIA service arrangements made for continuance temporary service *via* Auckland, the "Cyphrenes" will return by this route; send next and following New Zealand mails by California.

No. 109.

AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, SYDNEY.

London, 3 Westminster Chambers, S.W.,
17 November, 1874.

SIR,

In continuation of dispatch No. 422, of 20th October last, I have now the honor to enclose copy of further correspondence since that date in connection with the San Francisco Mail Service.

The telegram of 20th October, relative to the North German Lloyd's tender, was referred to in the last despatch, in which the reasons for telegraphing were explained.

The proposition dated 23rd October, and telegraphed to you on that day, was drawn up by Mr. Hall, after an interview with Dr. Featherston and myself, and we informed him that, without in any way entering into its merits, we would telegraph it out in his own words; at the same time we called Mr. Hall's attention to certain points in the scheme which seemed to us objectionable. It appeared evident that so long as the Government had to aid in the percentage, it would practically be making good to the Company any

any penalties which it might be entitled to exact for loss of time. We also thought you would in all probability insist on the rate of insurance, the scale of depreciation and the working expenses being defined beforehand, and Mr. Hall admitted that it would be reasonable that you should do so, but he preferred not to enter into the question at the present stage.

On the following day (24th October) your telegram of 23rd October was received postponing further action in the matter of the Permanent Contract until February; and the terms of the telegram were at once (24th October) made known to all parties with whom we had been in communication.

About this time we were informed by the representatives of the Macgregor-Elder combination that they had sent out their tender by the San Francisco mail of 20th October, to Messrs. Gilchrist, Watt, of Sydney, who were to hand it to you, and as they also telegraphed its heads to that firm, it is unnecessary now to discuss its details as communicated to us.

The only other point to be touched upon is the matter of the legal proceedings for the recovery of the £25,000, under the Temporary Contract and Bond. Actions have been brought in this Country against Mr. Hall and Mr. de Bussche, and the solicitors have communicated with a firm in New York (Messrs. Foster and Thompson) with a view to proceedings being taken in America against Mr. Forbes and Mr. Cunningham. Mr. Hall failed to appear to the writ which was served upon him, and accordingly judgment has been signed against him, but no steps have yet been taken to issue execution. Mr. De Bussche is defending the action brought against him, and the case was opened yesterday. I propose to send to you by the Brindisi mail a report from our solicitors of the proceedings up to date. Meantime I take the opportunity of mentioning that Mr. Hall has shown himself most anxious to render us every assistance, and that he will be of great service in helping to prove our case.

I have, &c.,
A. A. JOPP,
Capt. R.E.,
(For Agent General.)

The Postmaster General.—H.P., 19/1/75. Seen.—S.S., 1/2/75.

[Enclosure No. 1.]

TELEGRAM, sent 20th October, 1874, from Agents General, New South Wales and New Zealand, to Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

GERMAN Lloyd's ask answer telegraphed to their tender, which was not intended to remain open long. No other tenders received; two definitely promised.

[Enclosure No. 2.]

London, 23 October, 1874.

HALL says contractors prepared to transfer present Permanent Contract to responsible parties approved by Governments, provided Governments will guarantee 5 per cent. on capital of five hundred thousand pounds, after deducting insurance, depreciation, and working expenses. Net earnings over 10 per cent. to be equally divided between Governments and contractors, speed eleven knots.

H. H. HALL.

[Enclosure No. 3.]

Telegram, sent 23rd October, 1874, from Agents General of New South Wales and New Zealand, London, to Colonial Secretary, Sydney, and New Zealand Representative, Sydney.

HALL says contractors prepared to transfer present Permanent Contract to responsible parties approved by Governments, provided Governments will guarantee 5 per cent. on capital of £500,000, after deducting insurance, depreciation, and working expenses. Net earnings over 10 per cent. to be equally divided between Governments and contractors—speed 11 knots.

[Enclosure No. 4.]

Telegram, dated Sydney, 23rd October, 1874, from Colonial Secretary, Sydney, and New Zealand Representative, Sydney, to Agents General, New South Wales and New Zealand, London. Received 23/10/74, at 10:45 p.m.

GOVERNMENTS will not make Permanent Contract until February, when Representatives will meet in London. Offers will then be received for service provided in half [Hall?] Forbes Permanent Contracts. Government willing modify term and speed, inform parties.

[Enclosure No. 5.]

Letter addressed to parties connected with Mail Service offers (on receipt of telegrams of 23/10/74).

3 Westminster Chambers, S.W.,
24 October, 1874.

A TELEGRAM has just been received from the Chief Secretary of the Government of New South Wales and the Representative in Sydney of the Government of New Zealand, to the effect that nothing will be done in the matter of the San Francisco Mail Permanent Contract until February next, when Representatives of the Governments will meet in London; offers will then be received.

Yours, &c.,
A. A. JOPP, Capt., R.E.,
(For Agent General.)

No. 110.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, TO THE COLONIAL SECRETARY, SYDNEY.

London, 3, Westminster Chambers, S.W.,
27 November, 1874.

SIR,

With reference to the latter part of my despatch, No. 431, of 17th instant, relative to the San Francisco Mail Service, I have now the honor to forward,—

1. Copy of letter to the Agent General from Messrs. Peachey & Lloyd, dated 26th November, 1874.
2. Copy of letter from Messrs. Peachey & Lloyd and Mr. Mackrell, dated 29 October, 1874, to Messrs. Foster and Thompson, of New York, and—
3. Their reply, dated 13th November, 1874.
4. Transcript of shorthand writer's notes of Mr. Hall's evidence when examined before the special Examiners on the 16th November, 1874, as referred to No. 1.

I have the honor specially to direct your attention to that part of Messrs. Peachey and Lloyd's letter of the 26th November, 1874, which refers to the possible necessity of obtaining certain evidence from New South Wales. I will ascertain from the solicitors whether it may not be desirable to telegraph to you on this point.

I have, &c.,
A. A. JOPP, Capt., R.E.,
(For Agent General.)

[Enclosure No. 1.]

Messrs. Peachey and Lloyd to The Agent General for New South Wales.

8, Frederick's-place, Old Jewry, E.C.,
26 November, 1874.

Dear Sir,

We beg to report that we have in concert with Messrs. Mackrell & Co., the solicitors for the Government of New Zealand, caused the necessary proceedings to be instituted against the contractors and their sureties for the recovery of the sum of £25,000 which has become payable by them to the Postmasters General of New South Wales and New Zealand, by reason of the failure of the temporary Mail Service.

Of the four bondsmen, only Mr. Hall and Mr. De Bussche are at present within the jurisdiction of our Courts, and actions were accordingly brought against them here.

Mr. Forbes and Mr. Cunningham are in the United States, and as it was understood that they were possessed of property there, it was deemed advisable that immediate proceedings should be taken in the American Courts, if possible, and with this object we addressed, in conjunction with Messrs. Mackrell & Co., the letter of instructions dated the 29th ultimo, to Messrs. Foster and Thompson, of New York, of which we send you copy herewith. We also send copy of their reply dated the 13th instant, from which it will be observed that Mr. Forbes had been served with process in New York, and that it was contemplated bringing a similar action against Mr. Cunningham or proceeding against him in Massachusetts by service of process in Boston.

With regard to the actions here, counsel advised that Mr. Hall and Mr. De Bussche should be sued separately, as Mr. Hall was liable under the contract as well as under the bond, but Mr. De Bussche under the bond alone.

Mr. Hall made no defence to the action brought against him, and having failed to appear to the writ which was served upon him, we signed judgment against him for £25,000 and costs on the 9th instant. We have however taken no action in the judgment, as we have been unable to ascertain that Mr. Hall was possessed of assets which could be made available or be taken in execution.

Mr. De Bussche, on the other hand, is defending the actions, and, with a view to obtain evidence of the breach of contract, counsel advised that it was desirable to examine Mr. Hall while he was in this Country, and an order was obtained for his examination, which took place before the special Examiner appointed for the purpose on the 16th instant. The transcript from the shorthand writer's notes of the examination has already been forwarded to you.

The pleadings being still incomplete, we are unable to say what additional evidence, if any, may be necessary, but the defendant's advisers having intimated their intention to contend that the sum secured by the bond was merely in the nature of a penalty, it will be advisable to be prepared with evidence, to be used in case of need, of the actual damage which the Governments have sustained.

Possibly Mr. Samuel and Mr. Vogel, who we understand are expected shortly in England, can supply this.

We ought to add, however, that neither we nor Messrs. Mackrell & Co., nor our counsel, deem it likely that the defendant will succeed in his contention, the bond having been specially framed to meet this objection, and in accordance with the case of *Mercer v. Irving*, reported in *Ellis, Blackburn, and Ellis*, 563, which was held to be sufficient.

For the purposes of the action it will also be necessary, and we shall be obliged if you will request that all documents, correspondence, &c., in any way relating to the matter in dispute should be transmitted to this Country as soon as practicable.

With regard to the issue of the action we entertain no doubt, but we are not so clear, although we have no direct information on the point, that Mr. De Bussche is in a position to meet alone so heavy a liability as he has incurred under this bond.

We are, &c.,
PEACHEY & LLOYD.

[Enclosure

[Enclosure 2.]

Messrs. Peachey & Lloyd and Messrs. John Mackrell & Co., London, to Messrs. Foster & Thompson,
New York.

London, 29 October, 1874.

Dear Sirs,

In November, 1873, a contract was entered into by Mr. Hayden Hezekiah Hall, of Sydney, and Mr. Paul Siemen Forbes, of the house of Russell & Co., of Shanghai, with the Postmasters General of New South Wales and New Zealand, for the performance of a temporary Mail Service between San Francisco and the Colonies, a print of which contract we send herewith.

For the due performance of this contract a bond was entered into by Mr. Hall and Mr. Forbes, and also by Mr. Cunningham, of Boston, U.S., and Mr. De Bussche, as their sureties, to secure to the Postmasters General the payment of the sum of £25,000 in the event either of the necessary vessels not being provided to perform the service, or of such vessels not being kept at the stations, or of the employment of vessels not according to the description contained in the contract, an attested copy and prints of which bond we send herewith.

At the same time a contract was entered into for a permanent Mail Service, the performance of which we secured by a similar bond, but the permanent service was not to commence until the end of next month.

Default has taken place in the performance of the temporary contract, the contractors having failed to provide the necessary ships to carry on the service, and having failed also to continue at the stations those ships which were provided.

Under these circumstances, we have been instructed to take the necessary steps to recover the sum of £25,000 payable under the bond, and actions have been commenced in England against Mr. Hall, who is now here, and against Mr. De Bussche.

Mr. Forbes and Mr. Cunningham are both in America; Mr. Forbes being, as we understand, in New York, and Mr. Cunningham at Boston.

We are authorized to instruct you to take the necessary proceedings on behalf of the Postmasters General against these two gentlemen, to recover the £25,000 under the bond.

We have been advised to bring separate actions against Mr. Hall and Mr. De Bussche, as, in the action against Mr. Hall, we could claim damages as well under the contract as the liquidated sum under the bond, whereas against Mr. De Bussche we could only claim under the bond.

The bond was settled by counsel in England, having regard to the decision in the case of *Mercer v. Irving* (Ellis, Blackburn, and Ellis, 563), and we are advised that, as the bond is framed, the sum thereby secured is payable as liquidated damages and not by way of penalty.

The only address we have of Mr. Forbes is the Union Club, New York, but no doubt both he and Mr. Cunningham are well known and easily to be found.

It is stated that Mr. Forbes has sunk a considerable sum in the service, but the failure of the service is due to his withdrawal from it at a very critical time, and when, had he not done so, there was every prospect of its being established on a satisfactory footing.

The result to the Governments will doubtless be the having to organize the service under much greater difficulties, and having to give a much higher subsidy than that agreed upon with Mr. Hall and Mr. Forbes.

We are informed that Mr. Forbes is or was possessed of very considerable property, but it has been intimated to us that his property has been so dealt with as to prevent its being reached by his creditors.

We learn that proceedings are being taken on behalf of Mr. Hall, against Mr. Forbes, by Mr. Chittenden, of New York, and that Mr. Chittenden has considerable information as to Mr. Forbes' means, and he may probably be willing to give you any information you may require.

We have not sufficient knowledge of the practice of your Courts to enable us to judge as to the evidence which would be required in support of the necessary proceedings to recover under the bond, but we will lose no time in furnishing you with any information or evidence which you may require.

As regards our actions in England, we purpose examining Mr. Hall, to prove the default under the contract, and probably we might induce him to give evidence in the proceedings against Mr. Forbes and Mr. Cunningham.

We have much pleasure in placing this matter in your hands, in full reliance that you will succeed in recovering for the Postmasters General the amount payable by Mr. Forbes and Mr. Cunningham under the bond.

We are, &c.,

PEACHEY & LLOYD,

Frederick's-place, Old Jewry, London, Solicitors for
the Postmaster General of New South Wales.

JOHN MACKRELL, & Co.,

21 Cannon-street, London, Solicitors for the
Postmaster General of New Zealand.

[Enclosure No. 3.]

Foster & Thompson, New York, to Messrs. Peachey & Lloyd, and Messrs Mackrell & Co.

69, Wall-street, New York,

13 November, 1874.

Gentlemen,

We duly received your joint letter of October 29th, with enclosures, and yesterday also received telegram of Messrs. Peachey & Lloyd.

We commenced an action yesterday in the Supreme Court of our State against the four obligors for the sum of \$133,750, the equivalent in our currency of £25,000, the liquidated damages stipulated for. We obtained almost immediate service upon Mr. Forbes, which gives jurisdiction in the action. Although we join all the "joint debtors" as defendants, our judgment here, if obtained, would only bind the individual

individual property of Mr. Forbes and the joint property of Mr. Forbes, and the joint property, if any, which the others might hold with him. We have sent to Boston to ascertain the position of Mr. Cunningham, and the probability of his coming to New York within any short time.

Should we not be able to have him served with process in New York, we will commence a similar action in Massachusetts by service upon him in Boston.

We will adopt all means for pressing the matter, and will keep you advised of progress.

Yours truly,
FOSTER & THOMPSON.

[Enclosure No. 4.]

In the Queen's Bench.

Westminster Hall,
16 November, 1874.

Before F. F. Pinder, Esq., Special Examiner.

THE Honorable Saul Samuel and the Honorable Julius Vogel, plaintiffs; and Edward Munster De Bussche, defendant.

Sir Henry James, Q.C., M.P., and Mr. Dennistown Wood attended on behalf of the plaintiffs, and Mr. Finlay on behalf of the defendant.

Transcript of shorthand writer's notes of the evidence of Mr. Hezekiah Hall, who was sworn.

Examined by Sir Henry James on the part of the plaintiffs:—

What are you by business? A merchant.

Where? In New South Wales—Sydney.

I believe you were one of the contractors for the San Francisco, New South Wales, and New Zealand Mail Service? Yes.

Is that your signature to the contract (*handing same*)? It is.

The Examiner: How is that to be described?

Sir Henry James: It is a contract between the Postmasters General of New South Wales and New Zealand, and the witness and Paul Siemen Forbes. (*Contract put in and marked as an exhibit, No. 1.*)

Is the bond which I now put into your hand signed by you? Yes.

Do you know Mr. De Bussche's signature? I have seen it several times.

Is that the defendant Mr. De Bussche's signature? I think it is. (*Bond put in and marked as an exhibit, No. 2.*)

Were you present when he signed that? Yes, I was present when he signed it.

Look at that time-table (*handed*). Is that the time-table that was provided to you by the plaintiffs to regulate the Mail Service?

Mr. Finlay (who appeared for Mr. De Bussche): I do not know whether this is admissible against the defendant. There are provisions made in the contract as to the date of starting.

Sir Henry James: This is for the purpose of fixing the dates.

Mr. Finlay: The bond provides for certain things being done. If it provides that vessels are to start at the times fixed by the Postmaster General I cannot object.

The Examiner: I dare say it does.

Sir Henry James: Yes, it is in the bonds. In case having provided they shall not keep seaworthy and in complete repair and readiness for the purpose of conveying * * * all Her Majesty's mails which the Postmasters General shall at any time or from time to time require the contractors to convey between Sydney and San Francisco, and so on. The issue is not joined, yet therefore it is difficult to say whether it is evidence or not; therefore these will be put in, subject to their being evidence. It is agreed that the evidence shall be so taken, subject to anything hereafter arising as to admissibility.

The Examiner: It is agreed that the evidence shall be taken, subject to objection on the part of the defendant, as to its admissibility.

Sir Henry James: Yes.

(Time-table put in and marked as an exhibit, No. 3.)

You received this time-table from the plaintiffs for the purpose of regulating the times of the Mail Service? From the Postmasters General. I believe that to be a copy of the one I received.

(Sir Henry James having been called away, the examination of the witness was proceeded with by Mr. Dennistown Wood.)

I will read this to you in order to draw your attention to it:—"In case a suitable steamship should not be ready to leave Port Chalmers with mails on the 16th day of December, 1873, to meet the same at Kandavau."—Did the contractors provide a steamer to sail from Port Chalmers with mails on the 16th December, 1873? No, not at all. The Government took that in hand.

In point of fact, were mails carried on the 16th December, 1873, from Port Chalmers to Auckland? Yes, by the Government.

That is to say, the Government of New Zealand? Yes, it left Port Chalmers on the 16th December.

Did the contractors carry the mails from Auckland to Kandavau? We carried the mails from Auckland—we had a steamer provided.

By what ship were those mails carried? By the "Governor Blackall."

Was the "Governor Blackall" a ship of 2,000 tons? No.

Of what tonnage was she? 600 tons. I should think between 600 and 700 tons.

Are you sure that she was not of 2,000 gross register tonnage? I am certain of it.

By this time-table a vessel was to have left Port Chalmers on the 13 January, 1874? Yes.

Did a vessel provided by the contractors leave Port Chalmers on that date—13 January, 1874? No.

By this table a mail ship was to have left Port Chalmers 30th June, 1874? Yes, that was the July mail.

Did a vessel provided by the contractors leave Port Chalmers on that date? Yes, the "City of Adelaide."

Was the "City of Adelaide" of 2,000 gross registered tonnage? No.

Do you know of what tonnage she was? As near as I can remember, she was of 1,100 tons.

Did the "City of Adelaide" leave Port Chalmers in the month of July? Yes, on the 28th July, 1874.

Was any other vessel provided by the contractors in that month besides the "City of Adelaide"? No; that was the last ship that was provided. No other vessel was provided.

Have the contractors provided any vessel whatever to leave Port Chalmers since the month of July, 1874? Not that I am aware of. Did

Did the contractors provide a vessel to carry the mails from Sydney on the homeward-bound route on 13th January, 1874? On the 17th January the contractors provided a vessel to carry the mails from Sydney.

That was on the homeward route? That was from Sydney to San Francisco.

What was the name of the vessel? The "City of Melbourne."

Was she of 2,000 gross registered tonnage? Her registered tonnage was, I believe, 900 and 1,000 tons. At all events she was not over 1,000 tons.

Did the contractors provide any, and, if so, what vessel to leave Sydney on the 9th May, 1874, for San Francisco? Yes.

What was it? The "City of Adelaide."

Were any other vessels besides the "City of Melbourne" and the "City of Adelaide" provided in the months of January and May respectively to carry the mails from Sydney? No.

Did the contractors provide any vessel whatever to carry the mails from Sydney since the 1st of August, 1874? They have not. None that I am aware of. I left Sydney on the 1st August.

When you left had the contractors made arrangements for providing a vessel to sail from Sydney in the following August? Before I left I made an arrangement for a ship to leave Sydney on the 29th August.

With what Company? With the Australasian Steam Navigation Company.

I believe the arrangement was broken? It fell through.

Now, I will go to the point as to the mails leaving San Francisco. Did the contractors provide any steamer to carry the mails from San Francisco on the 23rd of February, 1874? The "City of Melbourne" left San Francisco on the 23rd February, or within a day or so—it was on the arrival of the English mails. A ship was provided for the 28th.

A ship was provided by the contractors to carry the February mails from San Francisco? Yes; from San Francisco to the Colonies.

What was the name of the ship? "The City of Melbourne."

The same vessel that you have already mentioned? Yes; the same vessel that left Sydney.

Was any other provided in that month? No; no other was provided.

What was the last mail-ship provided by the contractors to carry the mails from San Francisco to the Colonies? The "Cyphrenes." That was in June.

Do you remember when she left San Francisco? I think about the 20th June. It might have been the 22nd—the 20th to the 22nd. We waited for the mails; they were generally behind.

Have any mails been carried from San Francisco to the Colonies since that date by the contractors?

Mails have been carried from San Francisco, but not by the Contractors.

(Sir Henry James here came into the room.)

Did the contractors provide any vessels for carrying the mails? Not after June.

Sir Henry James: That is from San Francisco? Yes.

Mr. Denistown Wood: What was the last vessel provided by the contractors which left Kandavau? The "Cyphrenes" I believe.

That was with the June mails? Yes.

Sir Henry James: None have left since? None since.

There has been a general break down since? ———

Mr. Denistown Wood: She would arrive at Kandavau about twenty-four days after she left San Francisco? Yes.

Have any mails been carried by the contractors from Kandavau since July? In what direction?

To the Colonies? No, not from the Colonies.

Sir Henry James: No mails have been carried, nor ships provided for that purpose? No, not since August last. On July the 11th we had a ship.

Mr. Mackrell: That is to the Colonies?

Mr. Denistown Wood: That is to convey the mails from Kandavau to the Colonies? Yes.

Were you the sole manager in Sydney of the mail service? Yes; in Sydney or in New South Wales—in the Colonies.

Cross-examined by Mr. Finlay, on behalf of the Defendants:—

Where were you, Mr. Hall, at the time these vessels were sailing or not sailing? I left Sydney on the 1st August, 1874.

You have spoken about vessels sailing and not sailing from Auckland;—were you there? I was located in Sydney.

Therefore you have no personal knowledge of what did or did not take place at Auckland? Nothing, except what I learnt from the reports of the Postmasters General and the agents there. They gave me notice of the nonfulfilment of the contract and of the vessels not being there.

The Examiner: Do you speak of the reports of your own agents? The agents of the Company.

Mr. Finlay: And you were not at San Francisco during the period of which you have spoken? I arrived at San Francisco on the 28th or 29th of August, 1874.

How long were you there? About four days.

Sir Henry James: And you were also there in February? Yes.

Mr. Finlay: How long did you stay on each occasion? On my first visit I was there about eight days. I arrived there on the 25th of January, and left there I think it was on the 2nd of February.

The Examiner: In August how many days were you there? About eight days and the next time about three days.

Mr. Finlay: The mails have in fact been carried at the dates required by the Government? From San Francisco.

Between San Francisco and New Zealand and Sydney? We have conveyed the mails from ———

I am not speaking of what you have done, but the mails have been in fact carried by the Government? I will not say positively.

You do not know? Up to the time I arrived there I can speak to. I know there have been some breaks down and different arrangements.

You have no personal knowledge? No. After the dates that I have given, I have no personal knowledge. Perhaps you do not know, with reference to the dates which you have mentioned, when the contractors did not dispatch vessels? I understood, on my arrival at San Francisco, that the "Tartar" went down on the owners' account, and carried the Australian mails. She was to leave there on the 18th. *Sir*

Sir Henry James : This is with regard to liquidated damages—you could not use this in Court? I do not think Mr. Hall knows about it. The Government did their best.

Mr. Finlay : Perhaps you will take that Sir.

Sir Henry James : I can only say this, that you may assume that the Government did not allow the Colonies to go without communication, and that they did their best.

Mr. Finlay : I will take it shortly.

During the period of which you have spoken, when these defaults took place, were the mails carried by the Government, to the best of your knowledge? I could not say whether by the Government or the owners themselves.

The mails were carried? Yes.

Sir Henry James : Would it not do to take it in this way, that the witness should state, I have no doubt that during the time default was made by the contractors the Government did carry the mails at some dates, and under some circumstances?

Mr. Finlay : We believe they were carried on almost all the dates.

Sir Henry James : That will not assist you very much—your point would be that they did not carry the mails at a larger expense.

Mr. Finlay : Perhaps, Sir, you will take down generally the answer.

The Examiner : This is what I have taken down: During the period of which I have spoken, I believe the Government made arrangements for the carriage of some mails.

The Witness : Yes, that is so.

Mr. Finlay : You had several interviews had you not, before the contracts were signed, with the defendant Mr. Forbes and Mr. Russell, as to the terms of the arrangements with these Governments? Yes, I think we had one with Mr. Forbes and Mr. Samuel and Mr. Russell representing New Zealand, and Mr. De Bussche and myself.

One interview, at which all were present? Yes; and Mr. Dalgarno was present.

Had you several other interviews, at which some of these gentlemen and the defendant was present? I do not think so. I think only Mr. Forbes, Mr. De Bussche, Captain Lawrence, and myself met at the office at Miner Chambers.

Had you more interviews than one with the defendant, Mr. De Bussche? Yes, several. I have met him at several places.

Were others than the defendant present at these interviews? A Mr. De Bussche was present.

Were others than the defendant present? Mr. Forbes was present at different times, and Captain Lawrence at different times, and Mr. Clark at different times.

Did you have a discussion as to the rate of speed?

Sir Henry James : This ended in a bond under seal; therefore the better way will be to say that the plaintiff's counsel objecting, the evidence is taken subject to objection.

The Examiner : Are you going to examine the witness as to discussion that took place before the bond was executed?

Mr. Finlay : I am not going to examine him as to any discussion between the parties to the bond itself.

Sir Henry James : It may still be an *a fortiori* objection. I cannot say in an action of this kind what course may be taken, but how it is admissible I cannot see.

Mr. Finlay : It may be material, coupled with something that took place between another party and the defendant.

Sir Henry James : Perhaps you will take it then? Sir, subject to objection.

Mr. Finlay : Was the subject of the rate of speed to be fixed for the Mail Service discussed? Yes, it was discussed; and then there was an arrangement made between the Postmasters General, Mr. de Bussche, myself, and Mr. Forbes, and in that discussion twelve knots were named; that was for the permanent contract, and for the temporary contract I think it was ten knots.

The Examiner : The subject of the Mail Service was discussed, and what was said upon it? In the permanent service twelve knots speed were agreed upon, and ten knots in the temporary service.

Mr. Finlay : Did the defendant say he would have nothing to do with the matter if twelve knots an hour were guaranteed? This is the first I have heard of it.

Did he say that? No, he did not.

Sir Henry James : It is ten in this contract.

Mr. Finlay : It is ten in the temporary contract.

Sir Henry James : The permanent contract has not expired yet.

Mr. Finlay to Sir Henry James : We say this was inserted in the permanent contract without our knowledge; unless we bring it home to you it does not matter.

Did the defendant say that instead of twelve knots being guaranteed the subsidy should be proportionate to the rate of speed;—did the defendant propose that? I never heard that.

Can you say whether or not he did object to a clause of forfeiture in case the rate of twelve knots was not reached? An objection of that kind was never made in my presence.

Carrying your mind back to a series of interviews when you were discussing the rate of speed, did the defendant say he objected to power being given to the Government to forfeit the contract in case twelve knots were not maintained? He might have said it, but I cannot remember his making any objection of that kind.

You do not remember that in the Government contract? No, I do not remember it.

Can you carry it further—can you say that he did not say it? I could not say that.

The Examiner : You do not remember his saying that? No.

Mr. Finlay : Was a memorandum prepared with reference to the rate of speed at one of those meetings with Mr. Russell? Yes.

Have you got that? I have not.

Where is it? It must be with the solicitor or the agents of the Postmasters General. There were three prepared I believe.

Sir Henry James : If it can be obtained it shall be produced, but we have not got it here.

Mr. Finlay : Do you remember the contents of the document? Pretty well. It was stated that twelve knots an hour were put in the permanent contract, and ten in the temporary contract. I think Mr. Sharpe has a copy; Mr. Forbes had it.

Would

Would you recognize a copy if you saw it? Yes, it was signed by the different parties I have named.

Sir Henry James: See if these are the copies of the documents (*handing papers*)? Yes, this is the contract. This was the beginning of it.

Mr. Finlay to the Examiner: Subject to the question of the production of the original, I propose that this should form part of your notes.

Sir Henry James: My friend ought not to use this now and then; I object to its going in at the trial.

Mr. Finlay: The question is as to the clause of forfeiture. I would undertake, on behalf of the defendants, not to object on the ground of the memorandum not being put in.

This is a copy? Yes, I believe that to be a copy.

Sir Henry James: That is the permanent one? Yes.

Sir Henry James: We had better have the temporary one too.

Mr. Finlay: Yes.

Where was this signed? I forget the name of the street.

Sir Henry James: In London? Yes, at Mr. Samuel's office.

Mr. Dennistown Wood: The original of this.

Mr. Finlay: Was there not a memorandum signed at Mr. Russell's by yourself and the defendant?

No, at Mr. Samuel's office, but Mr. Russell was there at the time.

So far as you were aware there was no other memorandum? No.

(Memorandum relating to the permanent service put in and marked as an exhibit No. 4.)

(Memorandum relating to the temporary service put in and marked as an exhibit No. 5.)

Now, having looked at that document, carry your mind back and tell me whether a clause for forfeiture was not left out of that memorandum in consequence of the defendant's objection? Not that I am aware of.

Were you present, Mr. Hall, when the defendant executed the bond? Yes.

Did the defendant read it over before executing it? I think he read the copy—I do not think that he read the one that he signed at the time.

He read a copy you say? He had printed copies as well.

You do not know what he read when you were absent, when you were present, on his executing the bond, did he read it? I did not see him read it; I saw him sign it.

What gentlemen were present as representing the Postmasters General? Mr. Samuel, Mr. Russell, Mr. Forbes, Mr. Mackrell, and one or two others; I forget their names.

Who was the solicitor present who prepared the bond? Mr. Mackrell and, I think, Mr. Lloyd.

Sir Henry James: And I believe a Mr. Widdicombe—Who did Mr. Widdicombe represent—whose solicitor was he? He represented Mr. Sharp.

Who was Mr. Sharp looking after? Mr. Forbes and myself.

Mr. Finlay: Mr. De Bussche had no legal assistance? I do not know whether he had or not—there were one or two parties there that I was not acquainted with. I think Mr. Sharp was there to represent the contractors at the time and the sureties. He had the handling of the contract. Mr. Widdicombe was from Mr. Sharp's office.

Who represented the Postmasters General? I think Mr. Mackrell represented the Postmaster General of New Zealand, and Mr. Lloyd the Postmaster General of New South Wales.

Were both bonds for the temporary and permanent contracts executed at the same time? Yes.

And also the contract? Yes.

Did the defendant, before executing, ask whether the contract and the bonds were in accordance with these memoranda? I did not hear it.

Were you attending to what passed? I was sitting there at the time close by, and I did not hear him ask the question.

Did he have any conversation with any of the gentlemen? He might have had, but I did not hear it.

Sir Henry James: Would you put it more definitely, and ask whether the defendant did not ask so-and-so?

Mr. Finlay: Did he ask Mr. Mackrell whether the contract and bonds were in conformity with the memorandum? I did not hear him.

Who was conducting the matter on behalf of the Government of New Zealand? Mr. Mackrell and Mr. Lloyd, and Mr. Widdicombe for the contractors.

What I ask you is this: Did you hear him ask either Mr. Mackrell or Mr. Lloyd whether the contract and bonds were in conformity with the memoranda? I could not swear; we were waiting there for a long time; I do not know all that passed.

Were you in any way concerned in the efforts that were made to get up a Company to carry out this service? I had contracted to carry out the service with Mr. Forbes. I held an agreement, signed by Mr. De Bussche and Mr. Forbes, that they would carry out the contract.

Were you engaged in endeavours to establish a limited Company to carry out this Mail Service? I was not here; I was in the Colony.

Had you business communications on the subject of the formation of the limited Company? I knew nothing of it until I came over here. There was only the arrangement that was made before I left here.

You have no personal knowledge whatever as to what was done in the way of endeavouring to form a limited Company to carry out these contracts;—is that so? There was a deed of association that was got up.

Was this handed to you before you left England? Yes, and I agreed to it.

Sir Henry James: Did Mr. De Bussche hand that to you? Mr. Widdicombe gave me this as the corrected copy, and Mr. De Bussche had one at the same time, and Mr. Forbes. It was arranged after we had made the agreement as to what Mr. Forbes and myself were to do.

Sir Henry James: It sets out these contracts? Yes, the temporary and the permanent contracts.

The Examiner: I have taken down this. I did not hear the defendant ask Mr. Mackrell or Mr. Lloyd if the contract and bond were in accordance with the memoranda. Mr. Mackrell and Mr. Lloyd were conducting the business on behalf of the respective Governments of New South Wales and New Zealand. I had no business communication with the view to the formation of a limited Company.

Mr. Finlay: Now he says he did have.

The Witness: It was thus:—We entered into an agreement as to this temporary arrangement. This deed of association was then arranged with Mr. Sharp. It was then agreed to accept that deed of association between Mr. Forbes, Mr. De Bussche, and myself, for the formation of the Company, but after the contract was signed they took the arrangement.

Sir

Sir Henry James: Who did? Mr. De Bussche and Mr. Forbes.
Before the contract was signed? On the 10th October the preliminary contract was signed; from that time up to the 27th November this came out.

The Examiner: How am I to take this?

Sir Henry James: Listen to this, Mr. Hall, and see if I state it correctly: Between the signing of the preliminary contract of October, and the signing of the two contracts of the 27th November, you, Mr. Forbes, and Mr. De Bussche, discussed the terms on which a Company should be formed for carrying out those contracts, and the proposed memorandum and articles of association which you now hold in your hand were handed to you? Yes.

Then you also say that, after November 27th, Mr. Forbes and Mr. De Bussche took the entire management of the proposed Company? Yes.

Mr. Finlay: May I take it, that you had nothing to do with it after the 27th November? Yes; I left here soon after.

Mr. Finlay: Between these two dates was any copy of a prospectus handed to you? No.

Are you sure? Yes.

Try and recollect? I do not recollect having seen any.

Between the 10th October and the 27th November did you discuss with Mr. De Bussche or Mr. Forbes the terms of the prospectus of this proposed Company? We must have discussed it, because we have named here the capital of the Company, and the paid-up shares.

You are aware a prospectus was brought out, which is a different thing from the memorandum and articles of association? There was no prospectus brought out here during my time.

Was the bringing out of the prospectus discussed between you? Yes, it was discussed at that time about the bringing out of a prospectus.

Was a difficulty raised as to mentioning or not mentioning in the prospectus that there was a clause of forfeiture in the contract? I do not remember any.

Can you say there was not? There might have been something of that kind, but not to my recollection.

At any of these interviews between yourself and Mr. Forbes, or between yourself and Mr. De Bussche, was the question of mentioning or not mentioning in the prospectus that there was a clause of forfeiture discussed? Not to my recollection; I do not remember any discussion of that kind; it was strictly in accordance with the contract.

You do not remember anything about that? No.

Then you left the management of the proposed Company in the hands of Mr. Forbes? I left a power of attorney in the hands of Mr. Forbes.

And Mr. De Bussche? No, not in the hands of Mr. De Bussche—simply in the hands of Mr. Forbes.

And you knew nothing yourself of how the Company was to be formed? I knew nothing of the failure of the Company until I received information at Honolulu, on my way here.

Sir Henry James: In what month would that be? That would be about the 20th August last.

Mr. Finlay: Mr. De Bussche is not himself a contractor? No.

Sir Henry James: The documents show that.

Mr. Finlay: He is merely the surety? Yes.

Had you during this time taken the whole control of the arrangements for the Mail Service at Sydney? Yes, from the 2nd May till the 1st August.

And any default has been yours? Not that I am aware of. The default has been here in not paying for the chartered ships.

By whom was the money to be provided? By Mr. De Bussche and Mr. Forbes. They were bound to do so by the agreement that I had with them.

Just produce the agreement. (*Produced*)? That is my letter in reply to that.

(Agreement, dated 12th November, put in and marked as an exhibit, No. 6.)

At the time that letter was written, Mr. Hall, was it not intended that the defendant should be one of the contractors? It might have been.

Surely you remember? At the time that was written?

Yes? I do not think it; I think he was to be one of the sureties, and Mr. Forbes and myself the contractors.

At the time that letter was written, was it not intended that the defendant should be one of the contractors? Not by me.

Did not the Governments of New South Wales and New Zealand afterwards object to the defendant, Mr. De Bussche, as one of the contractors? Not to me.

Or to your knowledge? Nor to my knowledge.

Had it at no time been proposed that the defendant should be a contractor? No, not to my knowledge; what you refer to was talked of before October. Mr. De Bussche said to me that he could go on carrying out the contract by himself. Our starting point was the 10th October.

Was it at Mr. De Bussche's suggestion that that sliding scale of subsidies was arranged? It was not.

At whose suggestion was it? The Honorable Henry Parkes, of Sydney.

Who is he? He is the Premier of the Parliament of New South Wales.

During the time you were out in Sydney, managing this contract, did you have any business correspondence with Mr. De Bussche on the subject of the contract? No.

None, whatever? No; I never wrote to him; I wrote to Mr. Forbes twice a month.

Never to Mr. De Bussche? No.

Did you ever complain to Mr. De Bussche of his not raising money? No I have not written to him during my absence. I wrote to Mr. Forbes, my co-contractor.

But you never complained to Mr. De Bussche? No; I never wrote to him at all.

You never complained to him as to his not raising money?

Sir Henry James: He says, "I never complained to him at all."

Mr. Finlay: Still it shows the object of the question.

The Witness: My principal correspondence was with the agents.

Re-examined by Sir Henry James:—

Did you communicate month by month with Mr. Forbes? Yes; he was my co-partner, and I also communicated with the agents here, Messrs. Lawrence, Clark, & Co.

Agents

Agents for whom? For the Mail Service.

Were Messrs. Forbes and De Bussche in London? At that time, I believe.

The payments on the charters were to be made in London? Yes; the payments of the charters of different ships were to be made in London.

When did you first know of any defaults being made in the payment? On receiving a notice, I think it was on the 28th July. There was a telegram before that, but there was a letter that I received from Gilchrist, Watt, & Company.

Tell us when you first knew of any default in the payment of charters? On the 28th July.

Where were you? In Sydney.

When did you leave Sydney? On the 1st of August, so that it was pretty close work.

Then you did not write to Mr. De Bussche? No.

Have you complained to Mr. De Bussche since you came back? We have only met here to-day; this is the first time I have seen him since I returned. I have written to him to ask him to carry out his agreement.

Then you have complained to him? Yes; I have given him notice that I expected him to carry out his agreement.

How long does it take to come overland from Sydney to this Country? About forty-eight days.

As to the default in carrying out the contract in Sydney, you speak from your own knowledge? Yes.

The default in supplying ships? Yes; it would have failed in August if I had not taken the responsibility.

In relation to the defaults in other ports, have you, or to your knowledge has your partner, provided any ships in relation to the other defaults? No.

Before Mr. De Bussche signed the bond had printed copies been handed to yourself and Mr. De Bussche? Yes.

Sometime before? Yes; and it had been in the hands of Mr. Sharpe, our solicitor; that is to say there were printed copies of the temporary and permanent contracts. I do not think there were printed copies of the bond, but a written copy of the bond had been supplied to Mr. De Bussche.

(The depositions of the witness were then read over and signed.)

No. 111.

MINUTE OF THE POSTMASTER GENERAL TO THE ATTORNEY GENERAL,

General Post Office,

Sydney, 20 October, 1874.

Enclosure No. 1.

I FORWARD papers and a copy of the permanent contract with Messrs. Hall and Forbes for the conveyance of mails between Sydney and New Zealand and San Francisco, and will be glad to have the opinion of the Crown Law Officers as to whether Hall's bankruptcy, the letter from Mr. Forbes to me, dated 8th August last, the letter signed by Mr. Morton Fisher, on behalf of Hall and Forbes, addressed to me and dated 12th June last, do not amount to an abandonment of the contract (a copy of which is forwarded herewith); and further, whether the Government would be justified in entering into a new contract before the expiration of the extension of the time of the temporary contract (a copy of which is also herewith) granted to contractors by a letter dated 16th March last (herewith), such temporary contract having absolutely broken down, and the service been performed at the present time under fresh arrangements made by the Government.

No. 2.
No. 3.

No. 4.
No. 5.

No. 6.

I would also like to know whether, if a fresh contract were made, there would be any risk of our not being able to recover the penalty of £25,000 from the sureties, as provided in the bond.

No. 7.

It will be seen by the annexed telegram that the New Zealand Government object to another contract being taken for a permanent service by this Government, on the ground that both Colonies would lose the chance of recovering the abovenamed penalty,—having agreed to the extension of the term of the temporary contract, and before such extension has expired. †

SAUL SAMUEL.

† NOTE.—Printed papers showing correspondence with reference to the extension herewith, No. 7.

[Enclosure No. 1.]

No. 1.—Permanent Contract.

Agreement of Hall and Forbes, already laid before Parliament and ordered by the Legislative Assembly to be printed on the 28th January, 1874.

[Enclosure No. 2.]

Mr. P. S. Forbes to the Postmaster General, Sydney.

Boston, U. S. A.,

August 8, 1874.

Dear Sir,

You will learn through other sources that notwithstanding all the efforts I could make, single-handed as I was, the Steam Company broke down and has come to a disastrous end.

Of those who embarked with me in the enterprise, none contributed a pound towards the payments as they came upon us, and the whole burden thus fell upon me. I early saw that the preferred shares introduced into the plan of the Company, and which were intended to recompense the originators for their pains in establishing the enterprise, were one bar to its success, and I discarded them from the project as far as my interest went, though unable to induce the others concerned to do so to the full extent. Another and perhaps more fatal difficulty was the stringent terms of the contract as to speed and time. Party after party to whom we applied to take up the Company, made the objection that the subsidy promised would not recompense for such a service. Thus the months were spent in fruitless attempts to form a Board and so create a working and competent Company.

Meantime, the temporary service went on with never ceasing loss. At every call it was to me alone that every one appealed. In this way, always hoping and struggling, affairs went on until the end of June, when both my health and purse gave way, and I was compelled to retire from the field completely prostrated.

I came over to America, and have in some measure recovered my health, but on an examination of my affairs find them in an unfortunate state. I have spent on this service close on to £50,000 cash, while in China there has been such a serious depreciation of property that I have little there left. Seeing, at the same time, that I was becoming embarrassed, I felt compelled to leave the firm of Russell & Co. on the 1st of June, which is in itself a great misfortune to me.

I am quite well aware that some of those in London who have been engaged with me in conducting this enterprise pretend to say that it could still have been carried to a successful issue, if I had persevered; but no one of them would have advanced £500 on the chance. They were quite willing to think so as long as I poured my money into the gap and to press me on to fresh advances.

I had tried and tried again to form a Board, always with the same disappointing result when it came to the point of examination, and it must be remembered that the formation of a Board was a mere first step to the end of inducing the public to subscribe. But in any event I could not persevere. I had spent all the money I had at command and I was compelled to stop. So complete and baffling were the failures in the attempts to organise that I reluctantly came to the conclusion that I was only encouraged to persevere in order to induce me to fresh sacrifices in carrying on the temporary service.

As regards Mr. Mackrill's late and last propositions, I may say that there were no new favourable developments to alter the aspect of things. On the contrary, there were fresh unfavourable features in the fact that drafts had begun to appear from abroad for expenses, an incident which did not occur in the first months.

You will see by this statement that I have loyally done my best to carry out my engagements, and that I have not relaxed my efforts until quite disabled. I have thrown health and fortune into the breach, and all in vain.

Under these circumstances, I trust and venture to believe that the penalties will not be exacted by your Government. Indeed, I rely with a good deal of confidence upon your good offices in my behalf. I have done my very best, and the enterprise (for me) has proved impracticable. It seems scarcely possible that a liberal Government will exact the pound of flesh under such circumstances.

Allow me to add, that I think the two Governments may still continue the service with little or no interruption, and reap the full benefit of the heavy sacrifices made by me, if they will enter into liberal contracts and reasonable terms,—say ten years £100,000 subsidy, and ten knots speed, and take up the splendid ships of Messrs. Elder & Co., newly constructed and well adapted for the purpose. I have opened the road and developed the traffic to my own great misfortune, and I should be glad if some one profited, though I cannot.

I may say, in conclusion, that I am obliged to dictate instead of writing myself, owing to the state of my nerves; otherwise, this letter would be in my hand.

I shall be very glad to hear from you in reply, to the care of John M. Forbes & Co., of this City.

I remain, &c.,
P. S. FORBES.

[Enclosure No. 3.]

Messrs. Forbes and Hall to The Postmaster General.

London, 12 June, 1874.

Sir,

We regret to have to bring under your notice the position of the arrangement entered into with you and the Postmaster General for New Zealand, with reference to the temporary and permanent Mail Services from your Colonies to San Francisco, but the great expense which the temporary service is entailing upon the contractors, and the difficulty which is experienced in organising the permanent service compels us to do so.

When the arrangements were entered into it was hoped that the temporary service would have been immediately organized, but having regard to the great distance to which ships had to be sent, and the difficulty of obtaining suitable ships, not only has it been necessary to incur a very large expense, but it has been found almost practically impossible to arrange matters satisfactorily.

We regret, therefore, to say that the temporary service can only be carried out at a very serious loss to the contractors, unless the Postmaster General will be good enough to modify the arrangements so far as to allow the payment of the full subsidy for the best service practicable under the circumstances.

In entering into the contract for the temporary arrangement, we did so in consequence of the anxiety expressed on the part of the Postmaster General, to have the service commenced immediately; and could we have foreseen the position in which we should have found ourselves placed, we should have had no alternative but to have carried out the temporary service, except at the risk of the Postmaster General.

We trust, therefore, that as regards the temporary service, your Government will be good enough to modify the terms of the contract in the way we have suggested, as we cannot believe that they would desire that we should incur any loss in the establishment of the new service. On the other hand, we have not looked upon that as a source of profit, and if the Governments, in lieu of modifying the temporary contract, as we suggest, would prefer to recoup any loss which may be sustained in carrying it out, we shall be quite content.

As regards the permanent service, we have ordered, as you know, four of the very best ships which can be built for the service, and have negotiated with some leading gentlemen with a view to the formation of a Company to raise the necessary capital to carry on the service.

We find, however, that when the experience of other Companies as regards the costs of such a service is brought to bear upon the future of the undertaking, it shows such a large amount of necessary expenditure to keep up the service as desired, that capitalists do not like to enter upon the risk of the undertaking for so short a term and at so low an amount as the term and subsidy agreed upon, as we are unable to show them from any experience of the temporary service such a prospect of future earnings outside the subsidy as to induce them to take part in carrying out the contract.

We feel it to be essential to the welfare of both Colonies that the service should be a successful one, for if anything should arise to prevent our contract being carried out, we think many years would elapse before any one else would be induced to enter upon such an undertaking.

We

We have incurred the responsibility of ordering the ships which are now being built at a cost approaching £400,000; but unless the undertaking has such prospects of success as to induce the public to subscribe the necessary funds for carrying it out, we do not see at present how the permanent service can be entered upon.

We are most anxious to see the contract carried out, and are very unwilling to make any application to you for any variation of its terms. We have, however, no alternative but to ask the favor of your Government reconsidering our position, and making such concessions as will, we believe, enable the permanent service to be carried out efficiently.

With this view we therefore solicit the favor of the Governments consenting to a modification of the permanent service by giving to the contractors the option of extending the permanent service to any period beyond the six years up to twelve years on giving twelve months previous notice prior to the expiration of the six years, and increasing the subsidy for a ten-knot service to £80,000, and an eleven-knot service to £90,000, and a twelve-knot service to £100,000 per year, and so in proportion for any intermediate service.

We are very anxious that the service should be carried out at a twelve-knot rate of speed, but the experience of the temporary service shows us that this may not be at all times possible.

We have, therefore, also to ask the favor of the contract being further modified, so as to make the essence of the contract be an eleven-knot service instead of a twelve-knot service.

The extra subsidy which would be payable for a twelve-knot service would be an ample inducement to the contractors to carry the mails at that rate whenever practicable.

We regret the necessity of asking these modifications, but we hope the Governments will see that we are only actuated by a wish to see the arrangements established on a sound and permanent footing, and that they will therefore accord to us the necessary modification to secure this object, believing, as we do, that it would be subversive of the real interests of the Colonies to permit the new services to fall through from the want of adequate support.

We are, &c.,
For self and Mr. Hall,
P. S. FORBES.
For Self and Mr. H. H. Hall,
P. P. W. MORTON FISHER.

[Enclosure No. 4.]

TEMPORARY Contract, Messrs. Hall and Forbes, already laid before Parliament, and ordered by the Legislative Assembly to be printed, on 28th January, 1874.

[Enclosure No. 5.]

The Postmaster General to H. H. Hall, Esq., Sydney.

General Post Office,
Sydney, 16 March, 1874.

Sir,

Adverting to your letter, dated London, 27th November, 1873, addressed to the Honorable Saul Samuel, Postmaster General of New South Wales, and Thomas Russell, Esq., Special Agent for the Postmaster General of New Zealand, requesting, on behalf of the contractors for the Californian Service, permission to continue the temporary service for two or three months over the contract time, the 27th November, 1874 (should the contractors from unforeseen circumstances require such extension), I have the honor to inform you that the Governments of this Colony and New Zealand have agreed to such concession being made, the contractors receiving subsidies for the extended time, calculated according to the scale in the schedule to the permanent contract.

I have, &c.,
SAUL SAMUEL.

[Enclosure No. 6.]

Telegram from the Honorable Julius Vogel, C.M.G., Melbourne, to Thomas Russell, Esq., Sydney.
Melbourne, 19 October, 1874.

If New South Wales commits itself to an arrangement for a permanent contract now, it seems to me that we should not only lose chance of obtaining penalty for non-performance of permanent contract, but that the contractors will come upon the Government for large compensation. There is not only evidence that permanent contract will not be carried out, but we may be certain that strenuous exertions are being made at Home to give effect to it. There seems to me to be great danger in committing ourselves to a positive engagement until we are clearly released from permanent contract. As matter of good faith I hope New South Wales will guarantee us against the consequences, and be responsible for half the penalty in case their action should render us unable to obtain it.

[Enclosure No. 7.]

PAPERS printed in New Zealand for Parliament alluded to.

Mr. T. Russell to The Postmaster General.

London, 29 November, 1873.

Sir,

I have the honor to enclose a letter, addressed to Mr. Samuel and myself by the contractors, soliciting, under certain circumstances narrated in the letter, an extension of time for beginning the permanent mail service between New Zealand and San Francisco, and a copy of the reply given to them by Mr. Samuel and myself. In addition to what is stated in our reply, I beg to inform you that I made inquiry from competent persons, and found that twelve months was too short a time to allow the contractors for building four such steamships as those they have given orders for; but my telegram to you of 27th August had then been despatched. Twelve months was the time mentioned in it for the commencement of the contract, and as my authority followed the words of my telegram, it did not permit my giving them

a longer period. The contractors have done all that has been possible to procure delivery of the ships within the prescribed time; they contracted for building the four vessels, as stated in their letter, before the permanent mail contract was signed, and, to ensure a speedier delivery, they divided the building of the vessels between two eminent firms of shipbuilders, so that I feel sure if they make the temporary service an efficient one, and really require two or three months extension of time to get the large ships on to the station, that the Government of New Zealand will deal liberally with them in this respect.

I have, &c.,
THOMAS RUSSELL.

H. H. Hall, Esq., to The Postmaster General, Sydney, and Mr. T. Russell.

London, 27 November, 1873.

Dear Sirs,

We have, as you are aware, entered into contracts for building four steamships for the mail service between San Francisco and the Colonies, in terms of our engagement with you, but we think it will not be possible to get all four ships on the station within the twelve months mentioned in our contract. As you know, we made the contracts with the builders before we signed the permanent contract with you, and to insure speedy delivery we gave two ships only to each builder. The best builders in Great Britain have been selected to build the ships, viz., Messrs. J. Elder & Co., of Glasgow, and Mr. James Laing, of Sunderland. We expect all four ships will be launched by June, 1874. The ships will be of the very highest class, and will cost us here £93,000 each. We could have got ships ready for the service in less time, but they would not have been what we desired to have, to insure the success we mean to aim at in the permanent service. The contractors are bound down in the most stringent manner, but there are provisos, viz., strikes, locks, &c., which may cause detention for a few months. What we now desire is, that you will obtain from your Governments permission for us to continue our temporary service for two or three months over our contract time, the 27th November, 1874, should we, from unforeseen circumstances, require that extension. Of course, if this concession is given to us, we will consent to the subsidies for the extended time being reckoned according to the scale in the schedule to the permanent contract.

We are, &c.,
(For the Contractors),
H. H. HALL.

The Postmaster General, Sydney, and Mr. T. Russell to Messrs. Hall and Forbes.

London, 27 November, 1873.

Gentlemen,

We have the honor to acknowledge the receipt of your letter of this day's date, asking us to represent to our respective Governments your request for extension of time, under the circumstances stated in your letter.

We recognize the promptness with which you have entered into the contracts for building the new ships, and the liberal efforts you are making to insure success. We have made inquiry, and find that the time given you is barely sufficient to insure delivery on the station; and though we cannot promise anything further, we shall represent the facts to our respective Governments; and we have no doubt if, from unforeseen circumstances, you actually require two or three months more to get the new ships to the station, the Governments of New South Wales and New Zealand will deal liberally with you.

We have, &c.,
SAUL SAMUEL,
Postmaster General of New South Wales.
THOMAS RUSSELL,
For the New Zealand Government.

The Colonial Secretary, New Zealand, to The Colonial Secretary, New South Wales.

Colonial Secretary's Office,
New Zealand, 4 March, 1874.

Sir,

I have the honor to enclose a memorandum by Mr. Vogel on the subject of an application made by the contractors for the Californian Mail Service for an extension of the limit of the period fixed for the temporary service.

I shall be glad to be favoured with the views of your Government on this proposal, and with advice of the action, if any, that may be taken by the Postmaster General of New South Wales in regard to it.

I have, &c.,
DANIEL POLLEN.

Memorandum for the Colonial Secretary.

General Post Office, 3 March, 1874.

The contractors for the Californian Mail Service have addressed a letter to the Hon. Saul Samuel and Mr. Thomas Russell, asking that they may be allowed an extension of two or three months for the temporary service, as they are not certain that the new boats will be ready by the time provided by the contract.

Mr. Russell, who forwards the letter to me, advises that the contractors have done all that has been possible to expedite the construction of the boats, and he evidently thinks that it would be well the extension of time should be allowed.

I have, therefore, to advise that this Department will agree to the extension if the Postmaster General of New South Wales approves of it.

I think it desirable there should be an understanding that any application of the kind shall be dealt with by the two Governments jointly. I propose, consequently, not to make any present reply to the contractors; but if the Postmaster General of New South Wales should approve of granting the extension, he will be able to signify to the contractors that the Governments concur on the subject.

JULIUS VOGEL.

The Colonial Secretary, New South Wales, to The Colonial Secretary, New Zealand.

Colonial Secretary's Office,
Sydney, 14 March, 1874.

Sir,

I have the honor to acknowledge the receipt of your despatch, dated 4th instant, enclosing a memorandum by Mr. Vogel on the subject of an application made by the contractors for the Californian Mail Service, for an extension of the limit of the period fixed for the temporary service.

2. Your letter has been laid before the Postmaster General of this Colony, who recommends that, under the circumstances stated in the contractor's letter to Mr. Russell and himself, dated 27th November last, the request of the contractors be complied with.

3. This request, as stated by themselves, is for permission to continue the temporary service for two or three months over the contract time (the 27th November, 1874), should they, from unforeseen circumstances, require that "extension," the contractors consenting, in the event of this concession being made, to receive subsidies for the extended time calculated according to the scale in the schedule to the permanent contract.

4. This Government, on the recommendation of Mr. Samuel, has decided to comply with the contractors' request; and this decision, conjointly with that of New Zealand, has been communicated to them accordingly, as suggested in Mr. Vogel's memorandum.

I have, &c.,
HENRY PARKES.

No. 112.

THE CROWN SOLICITOR TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 22 October, 1874.

Sir,

I have the honor to return the papers forwarded as instructions for counsel's opinion as to the position of the Government in reference to the Postal Contract with Messrs. Hall and Forbes, and to state that I prepared and submitted a case to Mr. Davis for his opinion, and I now forward the case so submitted, and Mr. Davis's opinion thereupon.

As this matter is said to be urgent, I have thought it advisable to forward the opinion without waiting to have a copy thereof made, and shall, therefore, be obliged by your returning it after the Honorable the Postmaster has perused same, and I will send you a copy to keep with the papers.

I have, &c.,
JOHN WILLIAMS.

MEMO.—No copy of the opinion is on record, the original having been sent to England in connection with proceedings against sureties. The substance of the opinion is given in the Postmaster General's Minute of the 3rd February, 1875, part VII, No. 27.

No. 113.

H. H. HALL, LONDON, to THE HONORABLE HENRY PARKES, &c., &c., SYDNEY.

Windsor Chambers, Great Saint Helen's,
London, E.C., 2 October, 1874.

Sir,

On my arrival at New York I met Mr. P. S. Forbes, my co-contractor, and from unmistakeable evidence, the man is of unsound mind.

I am informed that he was dangerously ill in Paris for over four months, and not allowed to do any business whatever.

Shortly after my departure from London in December last, Mr. Forbes entrusted the formation of our Company to a man named Fisher, whom the Postmaster General will remember. Mr. Fisher also purchased Mr. De Bussche's interest in the service. The Company was duly registered as Limited Liability Company, but owing to Mr. Fisher's doubtful reputation on Change, no men of any standing would allow their names to appear as Directors, and all persons who had applied for shares withdrew the applications.

Previous to this, Mr. Forbes had given his own acceptances to the builders to the extent of £40,000, believing that the money would be forthcoming from the Company before the bills became due, instead of which they were dishonored, and judgment obtained against Mr. Forbes for the amount. Owing to this Mr. Cunningham went to Paris for Mr. Forbes, and took him to America. I know on good authority that that gentleman has taken the entire management of Mr. Forbes' affairs, he being unable to act for himself.

Inclosed

Inclosed please find a copy of agreement between myself, Mr. Forbes, and Mr. De Bussche.

I have instructed my solicitor to notify these gentlemen that, unless they carry out their undertaking respecting the mail service, I shall hold them responsible for all damages that may arise from their non-fulfilment of agreement and contract.

I have every reason to believe that Mr. Macgregor of Leith, and John Elder & Co., of Glasgow, will join me in carrying out the permanent contract with the new ships. I had an interview with Sir Charles Cowper, and promised to submit these gentlemen's propositions as soon as possible for your approval.

Respecting the new ships, which are now at a stand-still, one of Elder's could be completed in six weeks and the other in about two months and a half; Laing's could be ready in three months. No effort on my part shall be spared to bring matters to a successful issue.

I have, &c.,
H. H. HALL.

[Enclosure.]

Messrs. P. Forbes and E. M. de Bussche to H. H. Hall, Esq.

London, 12 November, 1874. ?

Dear Sir,

The arrangement between us with regard to the mail contract between the Governments of New South Wales and New Zealand on the one part, and P. S. Forbes, E. M. de Bussche, and H. H. Hall, on the other part, is as follows:—

In consideration of your admitting us to one-third share each in your beneficial interest in the said contract, we are to arrange and provide for all matters of finance for the entire business, without calling upon you to furnish any funds in respect of your one-third share.

A Company is to be formed under the Limited Liability Act with a capital of £600,000. You are to hold permanent office therein as managing Director during the continuance of the contract, at a salary of £1,000 per annum, in addition to all expenses incurred by you on the Company's behalf.

We hereby authorize you to appoint Agents for the Company in London, New York, San Francisco and the Colonies, and we will confirm such appointments as you may make. We will also provide for the continuance thereof as well as of your own managing directorship on the formation of the Company.

We also authorize you to arrange charters of steamers for the temporary service, to order stores, &c., for the supply of the vessels, and do all such other business as may be needful for the efficient conduct of the service generally.

PAUL S. FORBES.
E. M. DE BUSSCHE.

No. 114.

TELEGRAM FROM THE AGENT GENERAL OF NEW SOUTH WALES TO THE COLONIAL SECRETARY, dated 9th December, 1874, received 11th December, 1874.

SOLICITORS advise that all documents relating to 'Frisco contracts and to performance of service should be sent to England without delay for use in actions now proceeding.

No. 115.

MINUTE of Postmaster General, concerning what correspondence and information should be furnished to the Agent General for the Colony in London, as to the failure of Messrs. Hall and Forbes' temporary contract between Sydney and San Francisco.

AFTER consultation with the Crown Solicitor, it would appear that the only papers in the possession of this Department which it is necessary to forward to the Agent General for the Colony in London, in compliance with his telegraphic request of the 11th instant, are as follows, viz.:—

- | | |
|--------------|--|
| Vide No. 111 | 1. Letter from Postmaster General, Sydney, to Mr. H. H. Hall, dated 16th March, 1874. |
| Do. 26 | 2. Letter from Secretary, General Post Office, Sydney, to Mr. H. H. Hall, Sydney, dated 11th May, 1874. |
| Do. 25 | 3. Letter from Mr. H. H. Hall, Sydney, to the Postmaster General, Sydney, dated 11th May, 1874. |
| Do. 111 | 4. Letter from Messrs. Hall and Forbes to Postmaster General, Sydney, dated 12th June, 1874. |
| Do. 44 | 5. Telegram from Lawrence, London, to Mr. H. H. Hall, Sydney, dated 15th July, 1874. |
| Do. 46 | 6. Telegram from Postmaster General, Sydney, to Lawrence-Clark, London, dated 16th July, 1874. |
| Do. 47 | 7. Telegram from Merrill, San Francisco, to the Postmaster General, Sydney, dated 23rd July, 1874. |
| Do. 49 | 8. Telegram from Postmaster General, Sydney, to Merrill, San Francisco, dated 25th July, 1874. |
| Do. 52 | 9. Letter from Secretary, General Post Office, Sydney, to Mr. H. H. Hall, Sydney, dated 27th July, 1874. |
| Do. 53 | 10. Letter from Secretary, General Post Office, Sydney, to Mr. H. H. Hall, dated 27th July, 1874. |
| Do. 51 | 11. Telegram from Postmaster General, Sydney, to Lawrence, London, dated 27th July, 1874. |
| Do. 50 | 12. Telegram from Lawrence, London, to the Postmaster General, Sydney, dated 25th July, 1874. |
| Do. 56 | 13. Letter from Mr. H. H. Hall, Sydney, to the Secretary, General Post Office, dated 31st July, 1874. |
| Do. 62 | 14. Letter from Mr. W. Buyers, as attorney for Mr. H. H. Hall, to the Secretary, General Post Office, Sydney, dated 11th August, 1874. |
| Do. 111 | 15. Letter from Mr. P. S. Forbes, Boston, to the Postmaster General, Sydney, dated 8th August, 1874. |
| Do. 111 | 16. Telegram from the Honorable J. Vogel, of New Zealand, to Mr. Thomas Russell, dated 19th October, 1874. |
| Do. 111 | 17. Letter from Postmaster General, Sydney, to the Attorney General, Sydney. |
| Do. 115 | 18. Case by Crown Law Office, for the opinion of Counsel. |

In

In addition to these papers, I may add:—

- 1st. That under the temporary contract, dated the 27th November, 1873, the following services were performed by the contractors, viz.:—
 - 20th December, 1873, "Macgregor," left Sydney for San Francisco.
 - 17th January, 1874, "City of Melbourne" left Sydney for San Francisco.
 - 3rd February, 1874, "Macgregor" left San Francisco for Sydney.
 - 15th February, 1874, "Tartar" for "Mikado" left Sydney for San Francisco.
 - 7th March, 1874, "City of Melbourne" left San Francisco for Sydney.
 - 14th March, "Tartar" left Sydney for San Francisco.
 - 31st March, 1874, "Mikado" left San Francisco for Sydney.
 - 11th April, 1874, "Cyphrenes" for "Mikado" left Sydney for San Francisco, 27th April, 1874; "Tartar" left San Francisco for Sydney.
 - 9th May, 1874, "City of Adelaide" for "Cyphrenes" left Sydney for San Francisco.
 - 27th May, 1874, "Mikado" left San Francisco for Sydney.
 - 6th June, 1874, "Tartar" left Sydney for San Francisco.
 - 21st June, 1874, "Cyphrenes" left San Francisco for Sydney.
 - 4th July, 1874, "Macgregor" left Sydney for San Francisco.
 - 1st August, 1874, "Mikado" left Sydney for San Francisco.
- 2ndly. That the payment made to contractors on account of the temporary service amounted to £20,587 2s. 10d.
The amount earned by contractors for the above fifteen trips (irrespective of penalty deductions for late arrivals, and which have not been enforced), £17,307 13s. 9d.
Amount overpaid to contractors £3,279 9s. 1d.
- 3rdly. That the services under temporary contract for which contractors failed to provide, were as follows:—
 - 28th July, 1874, "Tartar" left San Francisco for Sydney.
 - 17th August, 1874, "Macgregor" left San Francisco for Sydney.
 - 29th August, 1874, "City of Melbourne" left Sydney for San Francisco.
 - 13th September, 1874, "Mikado" left San Francisco for Sydney.
 - 26th September, 1874, "Cyphrenes" left Sydney for San Francisco.
 - 12th October, 1874, "City of Melbourne" left San Francisco for Sydney.
 - 24th October 1874, "Macgregor" left Sydney for San Francisco.
 - 10th November, 1874, "Cyphrenes" left San Francisco for Sydney.
 - 21st November, 1874, "Mikado" left Sydney for San Francisco.
 - 8th December, 1874, "Macgregor" left San Francisco for Sydney.
- 4thly. That no attempt has been made by the contractors to convey the mails since the despatch from Sydney of the "Mikado," on the 1st August, and the despatch of the "Macgregor" from San Francisco, on the 4th July. The "Tartar" and the "Mongol" were withdrawn from the service by their owners, and the "Mikado," "Macgregor," and "Cyphrenes" were continued by a special arrangement made between the Government and the owners, quite independent of the contractors, Messrs. Hall and Forbes.

S. SAMUEL.
21/12/74.

No. 116.

THE COLONIAL SECRETARY, SYDNEY, to THE AGENT GENERAL, NEW SOUTH WALES, LONDON.
New South Wales.
Colonial Secretary's Office,
Sydney, 24 December, 1874.

SIR,

In reference to the request contained in your telegram of the 11th instant, in regard to the failure of Messrs. Forbes and Hall in the temporary contract for the Postal Service between Sydney and San Francisco, I have the honor to state that the only papers which it appears at present requisite to furnish are the following:—

1. Letter from Postmaster General, Sydney, to H. H. Hall, Sydney, dated 16th March, 1874.
2. Letter from Secretary, General Post Office, Sydney, to Mr. H. H. Hall, Sydney, dated 11th May, 1874.
3. Letter from Mr. H. H. Hall, Sydney, to The Postmaster General, Sydney, dated 11th May, 1874.
4. Letter from Messrs. Hall and Forbes to The Postmaster General, Sydney, dated 12th June, 1874.
5. Telegram from Lawrence, London, to H. H. Hall, Sydney, dated 15th July, 1874.
6. Telegram from Postmaster General, Sydney, to Lawrence, Clark, London, dated 16th July, 1874.
7. Telegram from Merrill, San Francisco, to The Postmaster General, Sydney, dated 23rd July, 1874.
8. Telegram from Postmaster General, Sydney, to Merrill, San Francisco, dated 25th July, 1874.
9. Letter from Secretary, General Post Office, Sydney, to Mr. H. H. Hall, Sydney, 27th July, 1874.
10. Letter from Secretary, General Post Office, Sydney, to Mr. H. H. Hall, Sydney, dated 27th July, 1874.
11. Telegram from Postmaster General, Sydney, to Lawrence, London, dated 27th July, 1874.
12. Telegram from Lawrence, London, to The Postmaster General, Sydney, dated 25th July, 1874.
13. Letter from Mr. H. H. Hall, Sydney, to The Secretary, General Post Office, Sydney, dated 31st July, 1874.
14. Letter from Mr. W. Buyers, as Attorney for Mr. H. H. Hall, to The Secretary, General Post Office, Sydney, dated 11th August, 1874.
15. Letter from Mr. P. S. Forbes, Boston, to The Postmaster General, Sydney, dated 8th August, 1874.

16. Telegram from the Hon. J. Vogel, New Zealand, to Mr. Thos. Russell, Sydney, dated 19th October, 1874.
17. Letter from the Postmaster General, Sydney, to The Attorney General, Sydney, dated 20th October, 1874.
18. Case by Crown Law Office for the opinion of Counsel.
19. Opinion of Counsel, dated 27th October, 1874.

I have, &c.,
HENRY PARKES.

[Enclosures.]

Same as those described in minute of Postmaster General, dated 21/12/74. *Vide* No. 115. Except in regard to Nos. 18 and 19, case by "Crown Law Office for opinion of Counsel," and "Opinion of Counsel," of which there are no copies on record, the originals having been sent to England. The substance of the "Opinion," may be found in minute of Postmaster General, dated 3 Feb., 1875, part VII No. 27.

No. 117.

THE AGENT GENERAL, LONDON, TO THE COLONIAL SECRETARY.

London, 3 Westminster Chambers, Victoria-street, S.W.,
15 December, 1874.

SIR,

With reference to the concluding portion of my despatch, No. 436, of 27th ultimo, relative to the San Francisco Mail Service, I have now the honor to enclose copy of telegram from me and of letter from Messrs. Peachey & Lloyd, both dated 9th instant, on which day it was decided, in consequence of an application made by the defendant Mr. De Bussche, that it would be desirable to have in England all documents now in Sydney which relate to the mail contracts and to the performance of the service.

One object of the defendant in making this application is understood to be that he will plead liability only to the extent of injury proved to have been sustained by the Governments, in spite of the provisions in the contract that the £25,000 is by way of penalty; but it is not thought that this plea will be sustained.

I have, &c.,
A. A. JOPP, Capt. R.E.,
(For Agent General.)

[Enclosure No. 1.]

Telegram, 9/12/74.

Agent General for New South Wales, London, to Colonial Secretary, Sydney.

SOLICITORS advise that all documents relating to 'Frisco contracts and to performance of service should be sent to England without delay for use in actions now proceeding.

[Enclosure No. 2.]

Messrs. Peachey & Lloyd to Secretary to Agent General, New South Wales.

8 Frederick's Place, Old Jewry, London, E.C.,
9 December, 1874.

Samuel and another v. De Bussche.

Dear Sir,

As we mentioned to you to-day, Messrs. Mackrell & Co. think it very desirable to have in England as soon as possible all the documents relating to the contract, and in order to avoid delay we have deemed it expedient to request you to be good enough to telegraph to Sydney accordingly.

Yours, &c.,
PEACHEY & LLOYD.

No. 118.

MINUTE of Secretary, General Post Office, Sydney, as to documents asked for in Agent General's Despatch of 15th December, 1874.

On consulting the Crown Solicitor in reference to this matter it would appear that, as the documents seem to be required for the inspection of Mr. De Bussche, the defendant, it is desirable to send to England all original papers bearing on irregularities in the performance of the service by Hall and Forbes: those sent in December last were only copies of those documents of which the Crown Solicitor advised that copies should be sent. Before sending away the original papers, copies should be taken for reference in this office. In forwarding these papers, I think it may be assumed that those only are required which relate to irregularities in the performance of the service by Hall and Forbes. There is a mass of papers showing negotiations and arrangements with other persons to carry on a service between this Colony and San Francisco consequent on Hall and Forbes' default, but these can scarcely be required in England.

S.H.L.
19/2/75.
Approved.—

Approved.—Let the original papers be copied as suggested, and then forwarded to the Colonial Secretary for transmission by the outgoing mail, *via* Brindisi, to the Agent General, who might be informed in terms of the above minute. The following telegram should, I think, be sent by the Colonial Secretary to the Agent General:—"Your letter, fifteenth December, referred to Crown Solicitor, who advised, as papers are required consequent on De Bussche's application, originals of all papers bearing on irregularity of service by contractors be sent. Papers forwarded accordingly, *via* Brindisi. Some letters from Lawrence, Clark, and Merrill included."

J.F.B.
19/2/75.

The Principal Under Secretary.—S.H.L., 20/2/75.

No. 119.

THE COLONIAL SECRETARY, SYDNEY, to THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON.

New South Wales.
Colonial Secretary's Office,
Sydney, 20 February, 1875.

SIR,

With reference to your letter of the 15th of December last, I have the honor to transmit to you herewith, in original, all the papers (as enumerated in the enclosed schedule) bearing upon the irregularities in the performance of the Californian Mail Service by Messrs. Hall and Forbes, which papers appear to be required for the inspection of the defendant in the case Samuel and another *v.* De Bussche.

I have, &c.,
JOHN ROBERTSON.

SCHEDULE OF PAPERS.

Wm. Buyers (Acting Manager) to Secretary, General Post Office, dated 7 March, 1874.
Colonial Secretary, New Zealand, to Colonial Secretary, Sydney, dated 4 March, 1874 (with enclosures).
H. H. Hall to Secretary, General Post Office, Sydney, dated 16 March, 1874.
H. H. Hall to Secretary, General Post Office, Sydney, dated 5 May, 1874.
H. H. Hall to Postmaster General, Sydney, dated 11 May, 1874.
Forbes and Hall, London, to Postmaster General, Sydney, dated 18 March, 1874.
H. H. Hall to Secretary, General Post Office, Sydney, dated 8 July, 1874.
H. H. Hall to Secretary, General Post Office, Sydney, dated 31 July, 1874.
H. H. Hall to Secretary, General Post Office, Sydney, dated 31 July, 1874.
Wm. Buyers (for H. H. Hall) to Secretary, Post Office, Sydney, dated 11 August, 1874.
Wm. Buyers (for Managing Director) to Secretary, Post Office, dated 28 August, 1874.
Forbes and Hall to Postmaster General, Sydney, dated London, 12 June, 1874.
J. C. Merrill & Co. to Postmaster General of Sydney, dated 20 June, 1874.
Morton C. Fisher to Postmaster General, dated 16 June, 1874.
Lawrence, Clark, & Co. to Postmaster General, dated 30 June, 1874.
Lawrence, Clark, & Co. to Postmaster General, dated 10 July, 1874.
J. C. Merrill & Co. to Postmaster General, dated 24 July, 1874.
W. Blanchard & Co. to Postmaster General, dated 27 July, 1874.
J. C. Merrill & Co. to Postmaster General, dated 28 July, 1874.
Lawrence, Clark, & Co. to Postmaster General, dated 28 July, 1874.
Lawrence, Clark, & Co. to Postmaster General, dated 7 August, 1874.
J. C. Merrill & Co. to Postmaster General, dated 17 August, 1874.
P. S. Forbes to Postmaster General, dated 8 August, 1874.
Lawrence, Clark, & Co. to Postmaster General, dated 25 August, 1874.
Lawrence, Clark, & Co. to Postmaster General, dated 30 October, 1874, with enclosures.
H. H. Hall to Honorable H. Parkes, dated 30 October, 1874.
Lawrence, Clark, & Co. to Postmaster General, dated 25-27 July, 1874, intimating Contractors unable to carry out contract, &c.
Lawrence, Clark, & Co. to Postmaster General, dated 6-8 July, 1874, as to their advancing charter money.
J. C. Merrill & Co. to Postmaster General, dated 23-24 July, 1874, intimating mails detained at San Francisco.

No. 120.

TELEGRAM FROM THE COLONIAL SECRETARY, SYDNEY, to THE AGENT GENERAL, NEW SOUTH WALES, LONDON, dated 20th February, 1875.

Your letter 15th December referred to Crown Solicitor, who advised, as papers are required consequent on De Bussche's application, originals of all papers bearing on irregularity of service by contractors, be sent. Papers forwarded accordingly, *via* Brindisi. Some letters from Lawrence, Clark, and Merrill included.

Part III.

PAPERS relating to certain payments (especially to the sum of £3,000 advanced) to Messrs. Hall and Forbes under their Temporary Contract.

SCHEDULE.

NO.	PAGE.
1. Letter from the Manager, Oriental Bank, to the Postmaster General, Sydney, dated 14 February, 1874	101
2. Letter from the Secretary, General Post Office, Sydney, to S. Murray, Agent for the Bank of New Zealand, and Attorney for H. H. Hall and P. S. Forbes, dated 4 March, 1874	101
3. Letter from H. H. Hall to the Postmaster General, dated 26 June, 1874	102
4. Memorandum of Mr. H. H. Hall in June, 1874, as to accounts	102
5. Memo. of Secretary, General Post Office, Sydney, as to services performed and in course of performance under the Hall and Forbes temporary contract	103
6. Letter from the Colonial Secretary, New South Wales, to Colonial Secretary, New Zealand, dated 4 July, 1874 (with Enclosures)	103
7. Letter from Principal Under Secretary to the Under Secretary for Finance and Trade, dated 11 July, 1874	104
8. Auditor General's query, dated 21 July, 1874, as to £3,000 advanced to Mr. H. H. Hall	104
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10. Letter from Secretary, Post Office, Wellington, N. Z., to the Secretary, General Post Office, Sydney, dated 7 August, 1874 (with Enclosures)	108
11. Letter from the Manager of the Oriental Bank, Sydney, to the Postmaster General, Sydney, dated 19 August, 1874	108
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13. Memorandum of account between contractors for San Francisco Service and Postmaster General, New South Wales, dated 14 September, 1874	109
14. Statement of Accountant of Post Office, as to amounts chargeable to Vote for San Francisco Service, dated 28 September, 1874	109
15. Minute of the Postmaster General, dated 5 April, 1875, as to San Francisco payments	109
16. Detailed statement, dated 20 April, 1875, by Secretary, General Post Office, of amounts earned, &c., by contractors, under various contracts or arrangements.	110

No. 1.

THE MANAGER, ORIENTAL BANK CORPORATION, to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 14 February, 1874.

SIR,

I have the honor to request that you will be good enough to hand to me, at your earliest convenience, the subsidy that became due by the New South Wales Government on 18th ultimo, to the contractors for the Mail Service between San Francisco and Sydney, and continue to make similar payments at the expiration of each period of four weeks from that date.

I have, &c.,

S. MURRAY,

Agent for the Bank of New Zealand, and Attorney for
H. H. Hall and P. S. Forbes.

Urgent. Accountant, for report.—S.H.L., 16/2/75.

Assuming that the "Macgregor," hence the 20th December, 1873, arrived with mails at San Francisco within 708 hours, contractors would be entitled to £1,153 16s. 11d., subject however to penalty of £2 per hour for every hour in excess of the 708. In the absence of official information as to the actual time of the "Macgregor's" arrival, it would be as well perhaps to sanction the above payment. I presume this will be done by the Treasury, as this Department has no funds at control for the purpose.—CHAS. N., Accountant, 17/2/74.

Submitted.—S.H.L., 18/2/74.

Inform that we are not yet in possession of the particulars required under clause 10 of the contract to enable the amount due to be ascertained, and that, apart from this, the Government has engagements to meet on account of contractors, that would preclude the amount due being paid to the Bank as requested.—H.P., 19/2/74.

No. 2.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to S. MURRAY, AGENT FOR THE BANK OF
NEW ZEALAND, AND ATTORNEY FOR H. H. HALL AND P. S. FORBES.

General Post Office,
Sydney, 4 March, 1874.

SIR,

I am directed to acknowledge the receipt of your letter, dated the 14th ultimo, requesting that the subsidy which became due by the Government of this Colony, on the 18th January last, to the contractors for the Mail Service between San Francisco and Sydney, may be handed to you, and that similar payments at the expiration of each period of four weeks may continue to be made.

In

In reply, I am to inform you, that this Department is not yet in possession of the particulars required under clause 10 of the contract for the service in question, to enable the amount due to be ascertained, and that, apart from this, the Government has engagements to meet on account of the contractors, that would preclude the subsidy due being paid to you as requested.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 3.

MR. H. H. HALL to THE POSTMASTER GENERAL, SYDNEY.

Sydney, New South Wales,
26 June, 1874.

SIR,

In consideration of your paying me, on behalf of the contractors for the Pacific Mail Service, the sum of £3,000 (in advance of the subsidy) to meet urgent claims in connection with services now commenced and in actual course of performance, I hereby agree that such advance, together with all payments previously made, shall not prejudice the power of the Government to enforce penalties, or any other rights which they have under the contract.

I have, &c.,
H. H. HALL.

No. 4.

MEMORANDUM OF H. H. HALL, DATED JUNE, 1874.

Departures from New South Wales to San Francisco—

1873.

December 20th—s.s. "Macgregor."

1874.

January 17th " "City of Melbourne."

February 14th " "Tartar."

March 14th " do.

April 11th " "Cyphrenes."

May 9th " "City of Adelaide."

June 6th " "Tartar."

July 4th " "Macgregor"

Eight departures, at £1,153 15s. 11d. = £9,230 7s. 4d.

Arrivals—1874—

March 9th—s.s. "Tartar."

April 6th " "City of Melbourne."

May 5th " "Mongol."

May 26th " "Tartar."

June (to arrive) " "Mikado."

Five arrivals, at £1,153 15s. 11d. = £5,768 19s. 7d.

Steamers out and to arrive—

July 20th—s.s. "City of Adelaide."

August 17th " "Cyphrenes."

September 14th " "Tartar."

Three at sea and to arrive, at £1,153 15s. 11d. = £3,461 7s. 9d.

Memo.—

Departures	...	...	...	8 at £1,153 15 11 =	£9,230 7 4
Arrivals	...	...	...	5 at 1,153 15 11 =	5,768 19 7
At sea and to arrive	...	...	...	3 at 1,153 15 11 =	3,461 7 9
					£18,460 14 8

Received on account—

Charter of "Governor Blackall"	...	...	...	...	£3,000
" "City of Melbourne"	...	...	...	...	9,380
" "City of Adelaide"	...	...	...	...	1,800
" " " (guaranteed)	...	...	...	...	1,800
June 26th, received cheque	...	...	...	...	3,000
					£18,980

No. 5.

MEMO. OF SECRETARY OF POST OFFICE, as to the services actually performed and in course of performance under the Hall and Forbes Temporary Contract.

Departures			Arrivals		
Name of Vessel.	Place of Departure.	Date.	Name of Vessel.	Place of Arrival.	Date.
Macgregor	Sydney	20 December.	Macgregor	San Francisco	24 January.
†City of Melbourne ..	"	17 January.	City of Melbourne ..	"	17 February.
Macgregor	San Francisco	3 February.	Tartar	Sydney	10 March.
Tartar	Sydney	15 "	Mikado	San Francisco	17 "
†City of Melbourne ..	San Francisco	7 March.	City of Melbourne ..	Sydney	6 April.
Tartar	Sydney	14 "	Tartar	San Francisco	13 "
Mikado	San Francisco	31 "	Mongol	Sydney	5 May.
Cyphrenes	Sydney	11 April.	Mikado	San Francisco	21 "
Tartar	San Francisco	27 "	Tartar	Sydney	27 "
†City of Adelaide ..	Sydney	9 May.	Cyphrenes	San Francisco	13 June.
Mikado	San Francisco	27 "	Mikado	Sydney	1 July.
Tartar	Sydney	6 June.			
Cyphrenes	San Francisco	21 "			
Macgregor	Sydney	4 July.			
*Tartar	San Francisco	18 "			
*Mikado	Sydney	1 August.			
*Macgregor	San Francisco	15 "			

Seventeen (17) voyages, at £1,153 16s. 11d. per voyage, equals	£19,615 7 7
The amount due to Contractor for eleven (11) completed voyages (as shown in the arrival column) at £1,153 16s. 11d. per voyage, is	12,692 6 1
Advanced to Contractors to meet cost of repairs to "Macgregor"	3,000 0 0
Total	£18,980 0 0

† The payments to the A. S. N. Company were guaranteed. [Memo.—Correspondence as to guaranteed payments will be found in Part II, Nos. 1 to 16, and Nos. 19 to 24.]

It will thus be seen that on the return of the "Macgregor" to Sydney the Company will have earned £19,615 7s. 7d., and will have been paid £18,980, leaving a balance due to the Company of £635 7s. 7d., but by guaranteeing the "Tartar's" voyage and paying it, then the Company will be indebted to us, when the "Macgregor" returns in September, the sum of £528 9s. 4d., exclusive of penalties.

* The entries in the departure column marked thus (*) are for voyages not yet entered upon.

No. 6.

THE COLONIAL SECRETARY, NEW SOUTH WALES, to THE COLONIAL SECRETARY, NEW ZEALAND.

Sydney, 4 July, 1874.

SIR,

Mr. Hall, on behalf of the contractors for the Pacific Mail Service, applied to this Government on the 26th ultimo for an advance of three thousand pounds (£3,000), which he explained was chiefly required to meet the cost of repairs to the steamship "Macgregor."

As this Government by its guarantee for the payment of the charter money for the ships "City of Melbourne" and "City of Adelaide" had already incurred liabilities to the full amount of the subsidy payable by New South Wales, it did not appear to my colleagues and myself that we were called upon to make this advance, and we only consented to do so on Mr. Hall giving us an order upon the Colonial Treasurer of New Zealand for the amount.

I now have the honor to enclose Mr. Hall's letter, and also copies of a further letter acknowledging that the advance made shall not prejudice any powers or rights of the Government under the contract. 26 June, 1874.

I beg also to enclose, for your information, copy of a letter from the General Post Office to Mr. Hall, urging upon him the remedy of defects in the service, and expressing the anxiety of this Government that the interests of New Zealand may be consulted equally with the interest of New South Wales. 30 June, 1874. To be found in Part II, No. 32.

I have, &c.,

HENRY PARKES.

For the information of the Postmaster General, B.C., 6 July, 1874.—W.G., for U.S. The Secretary, Post Office. Submitted.—S.H.L., 11/7/74. Seen.—S.S., 15/7/74.

[Enclosure.]

H. H. Hall, Esq., to the Colonial Treasurer, New Zealand.

Sydney, 26 June, 1874.

Sir,

I do myself the honor to request that you will have the goodness to pay to the order of the Colonial Treasurer of New South Wales the sum of three thousand pounds out of any moneys now due £3,000. or that may hereafter become due to me on behalf of the contractors for the Pacific Mail Service.

I have, &c.,

H. H. HALL.

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No. 7.

THE PRINCIPAL UNDER SECRETARY TO THE UNDER SECRETARY FOR FINANCE AND TRADE.

Colonial Secretary's Office,
Sydney, 11 July, 1874.

SIR,

28th June, 1874,
Vide No. 3.

I am directed by the Colonial Secretary to transmit herewith a letter addressed to the Postmaster General, by Mr. H. H. Hall, applying, in behalf of the contractors for the Pacific Mail Service, for an advance of £3,000 to meet urgent claims in connection with services now commenced and in actual course of performance, together with a copy of a letter (the original of which was transmitted to the Colonial Secretary of New Zealand by this Department, by letter dated the 4th instant), addressed by Mr. Hall to the Colonial Treasurer of New Zealand, requesting him to pay to the Colonial Treasurer of this Colony the sum of £3,000 out of any moneys due, or coming due, to the contractors for the above service.

I have, &c.,

(For the Under Secretary).

WM. GOODMAN.

28th June, 1874,
Vide No. 6.

No. 8.

AUDITOR GENERAL'S QUERY, dated 21 July, 1874, as to Pay Voucher, 9,248. 26th June, 1874, C. R. Fd., for payment of advance of £3,000 to Mr. H. H. Hall.

"It is requested that the papers in support of this payment may be furnished.

"C. ROLLESTON."

Submitted. The *attached is the only paper on the subject in this department,—S.H.L., 23/7/74.

Refer this to the Colonial Secretary, in whose office, and the Treasury, I believe these papers are.—S.S., 27/7/74.

The Principal Under Secretary.—S.H.L., B.C., 28/7/74.

Copy of letter to the Under Secretary for Finance and Trade, and of 11 July, 1874, herewith.—29 July. (Vide No. 7.)

The Under Secretary for Finance and Trade.—B.C., 29 July, 1874. For the Under Secretary, W.G.

* Colonial Secretary's letter, dated 4 July, 1874, to Colonial Secretary, New Zealand. Vide No. 6.

No. 9.

THE UNDER SECRETARY FOR FINANCE AND TRADE TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

The Treasury, New South Wales,
Sydney, 6 August, 1874.

SIR,

I do myself the honor to enclose to you a statement showing all payments made up to this date on account of the Steam Postal Service *via* San Francisco, amounting to £21,087 2s. 10d.

I have, &c.,

G. EAGAR.

[Enclosure.]

STATEMENT of payments charged to appropriation of £40,000, contribution towards Steam Postal Communication *via* San Francisco, 1874.

Date of Payment.	To whom Paid.	Amount.
1873.		£ s. d.
31 December	Australian Steam Navigation Company, first instalment on account of "Governor Blackall"	1,500 0 0
1874.		
31 January	Australian Steam Navigation Company, second instalment on account of "Governor Blackall"	1,500 0 0
28 February	Australian Steam Navigation Company, on account of "City of Melbourne"	7,000 0 0
25 April	S. H. Lambton to pay Australian Steam Navigation Company, services performed in connecting Melbourne and Brisbane with steamers leaving Sydney for San Francisco, 19th December, 1873, to 15th February, 1874.	500 0 0
4 May	Australian Steam Navigation Company. Charter money for "City of Melbourne"	2,380 0 0
2 June	Australian Steam Navigation Company. Services performed by steamer "City of Adelaide"	1,800 0 0
26 "	H. H. Hall	3,000 0 0
29 "	Australian Steam Navigation Company. Charter money for "City of Adelaide"	1,800 0 0
29 July	Australian Steam Navigation Company. Charter money for "City of Adelaide"	1,607 2 10
	Total	£ 21,087 2 10

Treasury, N.S.W., 4 August, 1874.

F. KIRKPATRICK,
Accountant.

No. 10.

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No. 10.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, to THE SECRETARY, GENERAL POST OFFICE,
SYDNEY.

General Post Office,
Wellington, 7 August, 1874.

SIR,

I have been directed to forward, for the information of the Honorable the Postmaster General of New South Wales, the enclosed copy of two letters, which have been addressed by the Colonial Secretary of this Colony to the Colonial Secretary of New South Wales, having reference to the San Francisco mail service.

I have, &c.,
W. GRAY.

[Enclosure.]

The Colonial Secretary, New Zealand, to The Colonial Secretary, New South Wales.

Colonial Secretary's Office,
Wellington, 7 August, 1874.

Sir,

I have the honor to acknowledge the receipt of your letter of the 4th ultimo, in which you inform me that your Government had consented to advance to Mr. Hall, on behalf of the contractors for the Pacific Mail Service, the sum of £3,000, on Mr. Hall giving your Government an order on the Colonial Treasury of this Colony for the amount.

2. In reply, I have to state that this Government is informed that Mr. Hall's order cannot be recognized.

3. By a deed, executed in London on the 15th December last, Messrs. Hall and Forbes appointed the Bank of New Zealand their attorneys, to receive all moneys which may be due or become due to them from this Government, by way of subsidy on account of the San Francisco mail service. The Government are advised that they cannot pay money to the order of Mr. Hall alone, the other joint contractor must join, and that in any case notice should be given to the Bank before payment, unless the power of attorney is revoked, or it is proved that the Bank has no interest in the matter.

4. A letter received from the Bank of New Zealand, (copy enclosed) shows that that institution does claim to have a lien on the subsidy. I therefore beg to return you Mr. Hall's order, and also enclose copy of the power of attorney and correspondence on the subject, and copy of opinion of Attorney General, by which you will see that the Government are not declining to honor the order without sufficient grounds.

5. I may observe, however, that the Government of New Zealand do not owe the contractors £3,000. They pay for each service as performed, deducting the penalties at once, as stipulated in the contract.

I have, &c.,
DANIEL POLLEN.

The Manager of the New Zealand Bank to the Secretary to The Treasury, Wellington.

Bank of New Zealand,
Wellington, 9 March, 1874.

Sir,

I have the honor to enclose a power of attorney—Messrs. Hall and Forbes contractors for the Californian mail line, to the Bank of New Zealand, appointing the said Bank agents to receive the sums payable by the Postmaster General under the temporary and permanent contracts entered into with the Postmaster General of New South Wales and New Zealand.

I shall be glad if you will have the power recorded and returned to this office at your early convenience.

I have, &c.,
EDWD. DOWLING,
pro Manager.

[Enclosure in above.]

The Manager of the Bank of New Zealand to The Postmaster General.

Bank of New Zealand,
Wellington, 28 July, 1874.

Sir,

Referring to our conversation respecting the order given by Mr. H. H. Hall upon your Government for the sum of three thousands pounds, I beg to say that I cannot consent to the payment of that £3,000 sum.

The power of attorney under which I claim is from Messrs. Forbes and Hall, and I am advised that our London office has made advances to the contractors against the subsidy payable both in New Zealand and New South Wales.

I have, &c.,
GEORGE E. TOLMURST,
Manager.

[Enclosure.]

I, JOHN David Boyers Lewis, clerk to Messieurs John Mackrell and Co., of No. 21, Cannon-street, in the City of London, solicitors, do solemnly and sincerely declare that I was present on the fifteenth day of December, one thousand eight hundred and seventy-three, and did see Hayden Hezekiah Hall, named in the power of attorney herewith annexed, and marked with the letter "B," duly sign and seal, and as his act and deed deliver the said power of attorney; and was present on the thirteenth day of December, one thousand eight hundred and seventy-three, and did see Paul Siemen Forbes, also named in the said power of attorney, duly sign and seal, and as his act and deed deliver the same power of attorney; and that the names "H. H. Hall" and "P. S. Forbes," so signed to the said power of attorney as aforesaid, are of the proper handwriting of the said Hayden Hezekiah Hall and Paul Siemen Forbes; and that the names "John Mackrell" and "J. D. B. Lewis," subscribed to the said power of attorney as the witnesses attesting the execution thereof, are of the proper handwriting of John Mackrell, of No. 21, Cannon-street aforesaid, gentleman, and of me, the said John David Boyers Lewis: And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act, made and passed in the fifth and sixth years of the reign of his late Majesty, intituled, "*An Act to repeal an Act of the present Session of Parliament intituled an Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the State and to substitute Declarations in lieu thereof and for the more entire suppression of voluntary and extra Judicial Oaths and Affidavits and to make other provisions for the abolition of unnecessary Oaths.*"

J. D. B. LEWIS.

Declared at the Mansion House, in the City of London, this
fifteenth day of December, one thousand eight hundred
and seventy-three, before me,—

ANDREW LUSK, Lord Mayor.

Know all men by these presents, that the Bank of New Zealand, in pursuance and by virtue of the powers invested in the said Bank by a certain deed poll or power of attorney, bearing date the thirteenth day of December, one thousand eight hundred and seventy-three, under the hands and seals of Hayden Hezekiah Hall and Paul Siemen Forbes, have made, substituted, deputed, and appointed, and by these presents do substitute, depute, and appoint George Edwardes Tolhurst, of Wellington, in the Province of Wellington, in the Colony of New Zealand, Manager of the Bank of New Zealand there, our true and lawful attorney, in the name of the said Bank of New Zealand, or otherwise, as attorney of the said Hayden Hezekiah Hall and Paul Siemen Forbes, to ask, demand, sue for, recover, and receive of and from the Postmaster General for the time being of the said Colony of New Zealand all and every sums and sum of money which shall from time to time become due and payable by such Postmaster General to the said Hayden Hezekiah Hall and Paul Siemen Forbes, or the survivor of them, under and by virtue of the two several contracts referred to in the said power of attorney, and entered into on the twenty-seventh day of November, one thousand eight hundred and seventy-three, or either of them, and, upon receipt thereof to give all proper receipts, releases, acquittances, and discharges for the same, giving, and by these presents granting, unto the said George Edwardes Tolhurst the full and whole derived power and authority of the said Bank of New Zealand, in the premises, in as ample a manner, to all intents and purposes, as the said Bank of New Zealand have received the same from the said Hayden Hezekiah Hall and Paul Siemen Forbes by the said hereinbefore in part recited deed poll, and generally to do, perform, and execute all and whatsoever the said George Edwardes Tolhurst shall judge necessary to be done for the purposes aforesaid. The said Bank of New Zealand, as well for the said Hayden Hezekiah Hall and Paul Siemen Forbes, as for the said Bank, allowing and agreeing to allow all and whatsoever the said George Edwardes Tolhurst shall lawfully do or cause to be done in the premises. In witness whereof, the Board of Directors of the said Bank of New Zealand present at a meeting of the said Board, held at the said office of the said Bank, Queen-street, in Auckland, on Friday, the twenty-seventh day of March, in the year one thousand eight hundred and seventy-four, have caused the common seal of the Bank of New Zealand to be hereunto affixed.

The common seal of the Bank of New Zealand was hereunto affixed, in the presence of—

J. LOGAN CAMPBELL,	} Directors.
S. BROWNING,	
G. B. OWEN.	

B.

To all to whom the presents shall come, we Hayden Hezekiah Hall, of Sydney, in the Colony of New South Wales, agent there for the United States of America, and Paul Siemen Forbes, of No. 8, Bishopsgate-street within, in the City of London, shipowner (hereinafter designated the contractors), send greeting: Whereas under or by virtue of two several contracts, respectively made and entered into on the twenty-seventh day of November, one thousand eight hundred and seventy-three, between the Honorable Saul Samuel, the Postmaster General of the said Colony of New South Wales, as such Postmaster General, and acting for and on behalf of the Government of the said Colony, of the first part; the Honorable Julius Vogel, the Postmaster General of the Colony of New Zealand, and acting for and on behalf of the Government of the same Colony, of the second part; and as the contractors of the third part, one of such contracts being designated the "Temporary Contract" and the other the "Permanent Contract," we, the contractors, shall, on the performance of certain services for the conveyance of mails between San Francisco and the said Colonies respectively and *vice versa*, become entitled to certain payments or sums of money, as in the said contracts respectively mentioned, from the respective Postmasters General of the said Colonies, the sums payable by the Postmaster General of New South Wales being payable at the Treasury in Sydney, to an agent of us the contractors to be appointed to receive the same there, and the sums payable by the Postmaster General of New Zealand being payable at the Treasury in Wellington to an agent of us the contractors to be appointed to receive the same there; and whereas we, the contractors, are desirous of appointing the Bank of New Zealand as our agent to receive all payments or sums of money

money payable to us, the contractors, by the Postmaster General for the time being of New Zealand, under or by virtue of the said two contracts or either of them: Now know ye that we, the contractors have made, deputed, constituted, and appointed, and by these presents do make, constitute, and appoint the Bank of New Zealand our true and lawful attorneys for us and the survivor of us in our names or in the name of the survivor of us or otherwise as the case may require (but for the use and benefit of us or of the survivor us) from time to time to ask, demand, recover, and receive of and from the Postmaster General for the time being of the said Colony of New Zealand all and every sum and sums of money which shall from time to time become due and payable by such Postmaster General to us or the survivor of us under or by virtue of the said two contracts or either of them and upon receipt thereof to give all proper receipts, releases, acquittances, and discharges for the same, and for the better doing of all or any of the matters aforesaid, we, the contractors, do hereby give and grant unto the Bank of New Zealand full power and authority from time to time to substitute, nominate, and appoint, and in their place and stead put one or more attorney or attorneys for us, or the survivor of us, and as the attorney or attorneys of us or the survivor of us, and any such appointment, attorney, or attorneys, from time to time to revoke or displace, and any other or others in his or their place or places, to substitute or appoint as the Bank of New Zealand shall from time to time see occasion or think fit, we, the contractors, hereby ratifying and allowing and promising and agreeing, from time to time and at all times hereafter, to ratify, allow, and confirm, and give effect unto all and whatsoever the Bank of New Zealand, or any attorney or attorneys to be by them from time to time nominated and appointed in pursuance of the power hereinbefore given them for that purpose, shall lawfully do or cause to be done in and concerning the premises by virtue of these presents; and we, the contractors, do hereby declare that in case of the death of the survivor of us, this power of attorney, as to all matters and things which after such decease shall be done by any of our said attorneys by virtue of or under color or in pursuance of these presents, shall so far as they or he, and the Postmaster General for the time being of New Zealand, are interested and concerned, be as binding upon our respective executors or administrators as the same would have been upon us or the survivor of us if living, unless notice in writing of the death of such survivor shall have been previously given to such Postmaster General by the executors or administrators of such survivor, and unless and until such notice be given, we, the contractors, hereby agree and engage and bind ourselves, our executors and administrators, with and to our said attorneys or attorney, and also with the Postmaster General for the time being of New Zealand, that our respective executors or administrators shall allow and ratify, and do and execute all necessary acts and deeds to confirm as good, valid, and effectual against the estate of us or of either of us, whatsoever may be done by any of our said attorneys, or the said Postmaster General for the time being of New Zealand, after the decease of the survivor of us, so far as our said attorneys or attorney, or such Postmaster General, shall or may be in any way or in any manner interested therein: In witness whereof, we, the said Hayden Hezekiah Hall and Paul Siemen Forbes, have hereunto set our hands and seals, the thirteenth day of December, one thousand eight hundred and seventy-three.

H. H. HALL.
P. S. FORBES.

Signed, sealed, and delivered by the abovenamed Hayden Hezekiah }
Hall and Paul Siemen Forbes, in the presence of— }

JOHN MACKRELL,
Solicitor, 21 Cannon-st., London.
J. D. B. LEWIS,
Clerk to Messrs. John Mackrell & Co.,
21 Cannon-st., London, E.C., Solicitors.

This is the power of attorney marked with the letter B, referred to in the declaration of John David Boyers Lewis, made this day of December, one thousand eight hundred and seventy-three.

Before me,

ANDREW LUSK, Lord Mayor.

To all to whom these presents shall come:—I, Andrew Lusk, Lord Mayor of the City of London, do hereby certify, that on the day of the date hereof, personally came and appeared before me John David Boyers Lewis, the declarant named in the declaration hereunto annexed, and by solemn declaration, which the said declarant then made before me in due form of law, did solemnly and sincerely declare to be true the several matters and things mentioned and contained in the said annexed declaration.

In faith and testimony whereof, I, the said Lord Mayor, have hereunto signed my name, and, caused the seal of the Office of Mayoralty of the said City of London to be hereunto put and affixed, and the power of attorney, marked B, mentioned and referred to in and by the said declaration, to be hereunto also annexed.—Dated in London the fifteenth day of December in the year of our Lord one thousand eight hundred and seventy-three.

ANDREW LUSK, Mayor.

RICHARD J. PAWLEY,
Deputy Registrar.

J. Prendergast, Esq., to The Honorable the Postmaster General.

I THINK that the money cannot be paid on Mr. Hall's order alone—the other joint contractors must join and in any case notice should be given to the Bank before payment, unless the power of attorney is revoked or it is proved that the Bank has no interest in the money.

J. PRENDERGAST,
July 25th, 1874.

[Enclosure.]

[Enclosure.]

The Colonial Secretary, New Zealand, to The Colonial Secretary, New South Wales.

Colonial Secretary's Office,
Wellington, 7 August, 1874.

Sir,

I have the honor to thank you for the information conveyed to me in your letter of the 6th June last, respecting the charter, by Mr. H. H. Hall, of the steamships "City of Melbourne" and "City of Adelaide," for temporary service in the American and Australasian steamship line; and I also beg to thank you for the copy of the business paper, showing the decision of the Legislative Assembly of New South Wales, approving of the two contracts for the conveyance of mails *via* San Francisco.

2. I have the honor to acknowledge the receipt of copy of letters addressed to Mr. Hall by your Government as to complaints made by this Government with respect to irregularities in the service, and of Mr. Hall's reply thereto.

3. I must express my regret that the new contractors are not in a position to render unnecessary such a guarantee as that which your Government were called upon to give on their behalf to the Australasian Steam Navigation Company. It appears to me that an order upon the Treasury should be (to say the least) sufficient security to the Company. The fact that Mr. Hall has given to your Government an order to receive three thousand pounds out of moneys which the Bank of New Zealand is empowered to receive, and to which, as shown by correspondence which is being forwarded to you, the Bank has to some extent a lien, compels me to say that the Government would prefer having no pecuniary dealings with Mr. Hall outside the contract, and compels me also to express the hope that this Government will not be considered as sharing in any guarantees your Government may think it desirable to give on Mr. Hall's behalf.

4. I refrain from referring to the fact of the "City of Adelaide" being employed under the contract and being almost exclusively devoted to the New Zealand service, because the copy you have sent me of Mr. Lambton's letter to Mr. Hall satisfactorily shows that whatever complaints this Government may have to make against Mr. Hall, the Government of New South Wales are not responsible for the cause of such complaints, but have displayed anxiety to secure to New Zealand its rights under the contract.

5. I forward, herewith, copy of further correspondence with Mr. Hall. You will learn from it that because of the unsatisfactory way in which Mr. Hall is carrying out the contract this Government think it desirable that the attention of Mr. Hall's co-contractor should be invited to the matter, and that he should be asked whether something cannot be done to place the service on a satisfactory footing.

I have, &c.,
DANIEL POLLEN.

No. 11.

THE MANAGER OF THE ORIENTAL BANK, SYDNEY, to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 19 August, 1874.

SIR,

The mail steamer "Macgregor" having arrived at San Francisco on the 8th instant, I have the honor to request that you will hand to me at once the subsidy due by the New South Wales Government to the contractors for the mail service between Sydney and San Francisco.

I have, &c.,

S. MURRAY,

Agent for the Bank of New Zealand, and Attorney for H. H. Hall and P. S. Forbes.

Submitted.—S.H.L., 20/8/74. Inform that there is no money due to contractors.—S.S., 20/8/74.

No. 12.

THE SECRETARY, GENERAL POST OFFICE, to THE MANAGER OF THE ORIENTAL BANK CORPORATION.

Sydney, 22 August, 1874.

SIR,

I am directed to acknowledge the receipt of your letter, dated the 19th instant, requesting payment to you of the amount of subsidy due by the Government of New South Wales to the contractors for the mail service between Sydney and San Francisco.

In reply, I am to inform you that there is no money due by this Government to the contractors for the service in question.

I have, &c.,

S. H. LAMBTON,

Secretary.

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No. 13.

MEMORANDUM of Account between the Contractors for the San Francisco Mail Service and the Postmaster General of New South Wales.

<i>Dr.</i>				<i>Cr.</i>	
	£ s. d.	£ s. d.		£ s. d.	
To payments made by Treasury, as per statement	21,087 2 10		By voyages as under—		
Less cost of conveyance of mails from other Colonies to Sydney	500 0 0	20,587 2 10	Say 9 voyages (completed) from Sydney to San Francisco; 7 voyages (completed) from San Francisco to Sydney; and 2 voyages commenced, but not completed, by chartered steamers—		
„ Amount guaranteed for voyages of “Tartar,” “Macgregor,” and “Mikado,” from San Francisco to Sydney,—			Total, 18; at £1,153 16s. 11d., exclusive of penalties	20,769 4 6	
3 at £1,153 16s. 11d.		3,461 10 9	Balance against Contractors	3,279 9 1	
		£ 24,048 13 7		£ 24,048 13 7	

General Post Office,
Sydney, 14th September, 1874.

CHAS. NIGHTINGALE,
Accountant,

No. 14.

STATEMENT OF ACCOUNTANT OF POST OFFICE, as to Amounts chargeable to the Vote of £40,000 for San Francisco Mail Service.

	£	s.	d.
Paid by Treasury, including £500 to A.S.N. Co.	21,087	2	10
Guaranteed by Government for “Tartar,” “Macgregor,” and “Mikado” ...	3,461	10	9
Gilchrist, Watt, & Co., for telegrams ...	30	4	6
Pacific Insurance Company on “City of Melbourne” ...	60	0	0

Estimated.

A.S.N. Co., “City of Melbourne,” hence 29th August, and return at £3,000 per lunar month ...	7,714	5	8
Do. “Cyphrenes,” hence 26th September ...	7,714	5	8
* Steamer hence on 24th Oct., taken offer of A.S.N. Co. ...	3,750	0	0
* Do. 21st Nov., do. ...	3,750	0	0
† Do. 19th Dec., do. ...	Nil.		
	£17,567 9 5		

* These steamers will not return to Sydney until 1875. One trip only therefore taken into account.
† Will not reach San Francisco until 1875—will form a charge against vote for that year.—CHAS. N., Acct., 28/9/74.

No. 15.

MINUTE OF THE POSTMASTER GENERAL.

LET me have a detailed statement of the amounts earned by Messrs. Hall & Forbes up to the time of their failure to carry on the San Francisco Service, showing the amount overpaid, and also showing the payments on account of the service generally since its commencement.

J.F.B., 5/4/75.

DETAILED Statement showing the Dates of Arrivals and Departures of Steamers *via* San Francisco, the Amount earned, and under what Contract or Arrangement, &c.

Name of Steamer.	Date of Departure	Place of Departure.	Place of Arrival.	Specified date of Arrival.	Actual date of Arrival.	Amount earned.	Under what Contract.
Macgregor	1873. 20 Dec.	Sydney	San Francisco	1874. 19 Jan.	1874. 24 Jan.	1,153 16 11	Hall and Forbes.
City of Melbourne	1874. 17 Jan.	Do.	San Francisco	16 Feb.	17 Feb.	1,153 16 11	Do.
Macgregor	3 Feb.	San Francisco	Sydney	2 Mar.	10 Mar.	1,153 16 11	Do.
Tartar, for Mikado	15 Feb.	Sydney	San Francisco	16 Mar.	17 Mar.	1,153 16 11	Do.
City of Melbourne	7 Mar.	San Francisco	Sydney	30 Mar.	6 April	1,153 16 11	Do.
Tartar	14 Mar.	Sydney	San Francisco	13 April	13 April	1,153 16 11	Do.
Mikado, for Mongol	31 Mar.	San Francisco	Sydney	27 April	5 May	1,153 16 11	Do.
Cyphrenes, for Mikado	11 April	Sydney	San Francisco	11 May	21 May	1,153 16 11	Do.
Tartar	27 April	San Francisco	Sydney	25 May	27 May	1,153 16 11	Do.
City of Adelaide, for Cyphrenes.	9 May	Sydney	San Francisco	8 June	13 June	1,153 16 11	Do.
Mikado	27 May	San Francisco	Sydney	22 June	1 July	1,153 16 11	Do.
Tartar	6 June	Sydney	San Francisco	6 July	8 July	1,153 16 11	Do.
Cyphrenes, for City of Adelaide.	21 June	San Francisco	Sydney	20 July	24 July	1,153 16 11	Do.
Macgregor	4 July	Sydney	San Francisco	3 Aug.	8 Aug.	1,153 16 11	Do.
Tartar	28 July	San Francisco	Sydney	17 Aug.	2 Sept.	1,153 16 11	Lawrence, Clark, & Co.
Mikado	1 Aug.	Sydney	San Francisco	31 Aug.	30 Aug.	1,153 16 11	Hall and Forbes.
Macgregor	17 Aug.	San Francisco	Sydney	14 Sept.	24 Sept.	1,153 16 11	Gilchrist, Watt, & Co.
City of Melbourne	29 Aug.	Sydney	San Francisco	28 Sept.	26 Sept.	*See steamer arrived 9 Nov.	A.S.N. Co., Special Service.
Mikado	13 Sept.	San Francisco	Sydney	12 Oct.	15 Oct.	1,153 16 11	Gilchrist, Watt, & Co.
Cyphrenes	26 Sept.	Sydney	San Francisco	26 Oct.	29 Oct.	†See steamer arrived 17 Dec.	A.S.N. Co., Special Service.
City of Melbourne	12 Oct.	San Francisco	Sydney	9 Nov.	9 Nov.	7,905 5 8*	Do.
Macgregor	24 Oct.	Sydney	San Francisco	26 Nov.	27 Nov.	3,750 0 0	A.S.N. Co., under three months' contract.
Cyphrenes	10 Nov.	San Francisco	Sydney	7 Dec.	17 Dec.	8,802 17 2†	A.S.N. Co., Special Service.
Mikado	21 Nov.	Sydney	San Francisco	24 Dec.	21 Dec.	4,000 0 0	A.S.N. Co., under three months' contract.
Macgregor	8 Dec.	San Francisco	Sydney	7 Jan.	11 Jan.	3,750 0 0	Do. do.
Cyphrenes	23 Dec.	Sydney	San Francisco	21 Jan.	30 Jan.	3,750 0 0	Do. do.
Mikado	1875. 6 Jan.	San Francisco	Sydney	4 Feb.	6 Feb.	4,444 9 0	Do. do.
City of Melbourne	16 Jan.	Sydney	San Francisco	18 Feb.	16 Feb.	4,000 0 0	Do. under seven months' contract.
Cyphrenes	7 Feb.	San Francisco	Sydney	4 Mar.	15 Mar.	3,750 0 0	Do. under three months' contract.
Macgregor	14 Feb.	Sydney	San Francisco	18 Mar.	20 Mar.	4,000 0 0	Do. under seven months' contract.
City of Melbourne	3 Mar.	San Francisco	Sydney	3 April	1 April	4,000 0 0	Do. do.
Mikado	13 Mar.	Sydney	San Francisco	15 April	11 April	4,000 0 0	Do. do.

The above returns shows that the amount earned by Hall & Forbes (irrespective of penalties) was as follows, viz.:— Fifteen trips at £1,153 16s 11d. per trip £17,307 18 0
The amount actually paid to Hall & Forbes, as per statement in Treasury letter of 6th August, 1874 (*vide* No.), is 20,567 2 10
Showing overpayment to the extent of £3,279 9 1

† Half this amount payable by New Zealand under agreement between Messrs. Samuel and Russell, dated 23 October, 1874 (*vide* No. 19, Part VII), in the event of New South Wales and New Zealand jointly establishing a permanent service.
‡ £2,565 of this amount, representing cost of voyage from San Francisco to Sydney, has been paid by New Zealand. Half of the remainder is payable by New Zealand, if that Colony and New South Wales together establish a permanent service in terms of Messrs. Samuel's and Russell's agreement, dated 23 October, 1874. (*vide* No. 19, Part VII)

Half of this amount payable by New Zealand.

S. H. LAMBTON,
20/4/75.

Part IV.

PROPOSAL of Messrs. Hall and Forbes to transfer their Contracts to a Company incorporated for the purpose of carrying out the San Francisco Service.

SCHEDULE.

NO.	PAGE.
1. Letter from Messrs. Forbes and Hall to the Postmaster General, Sydney, dated 18 March, 1874.	111
2. Letter from Mr. H. H. Hall to the Postmaster General, Sydney, dated 9 April, 1874	111
3. Letter from the Principal Under Secretary, Sydney, to Mr. H. H. Hall, dated 22 April, 1874	112
4. Telegram from the Colonial Secretary, New South Wales, to the Agent General for New South Wales, London, dated 21 April, 1874	112
5. Telegram from H. H. Hall, London, to the Postmaster General, Sydney, dated 22 October, 1874	112
6. Letter from Mr. H. H. Hall, London, to the Colonial Secretary, New South Wales, dated 30 October, 1874.....	112

No. 1.

MESSRS. FORBES AND HALL to THE POSTMASTER GENERAL.

Nos. 155, 156, and 157,
Gresham House, Old Broad-street,
London, 18 March, 1874.

SIR,

We, the undersigned, being desirous to make an assignment of the two postal contracts termed respectively the "temporary contract" and the "permanent contract," dated the 27th November, 1873, and made between the Postmasters General of New South Wales and of New Zealand respectively and ourselves, for the Mail Service between the said Colonies and San Francisco, to the Australasian and American Mail Steamship Company (Limited) of London, which has been incorporated for the purpose of carrying out these contracts by virtue of the memorandum and articles of association of which we have the pleasure to send you copy,—do hereby make application to you for your written consent, jointly with the Postmaster General of New Zealand, to such assignment, in terms of clause 23 of the said contracts.

We should add, that a similar application has been made to the Postmaster General for the Colony of New Zealand. Requesting the favour of an early reply,—

We have, &c.,
P. S. FORBES, for myself, and as acting for H. H. HALL,
under power of attorney, of which copy herewith.

No. 2.

H. H. HALL to THE POSTMASTER GENERAL.

The Australasian and American Mail Steamship Company,
Sydney, 9 April, 1874.

SIR,

I have the honor to inform you that a Joint Stock Company has been formed and registered in London, under the style of the Australasian and American Mail Steamship Company, for the purpose of carrying out my mail contract that I have entered into with the New South Wales and New Zealand Governments, and therefore have to request that you will be good enough to telegraph your consent to transfer contract to the said Company in London.

I have, &c.,
H. H. HALL,
Managing Director.

Minute of the Postmaster General.

I RECOMMEND that, so far as this Colony is concerned, this request be assented to, conditionally that the Government are satisfied with the sufficiency of the Company, and have proper security for the performance of the contract if assigned. The contract is more likely to be well carried out by a Joint Stock Company than by individual proprietors. Its transfer to a Company with larger capital and a good proprietary would, I consider, be an advantage to the public interest. The contractors should, of course, be required to pay all expenses in connection with the transfer.—S.S., 9/4/74. The Colonial Secretary.

The Principal Under Secretary.—S.H.L., B.C., 9/1/74.

Minute of the Colonial Secretary.

I CONCUR in the view expressed by the Postmaster General, and think that the Agent General should be instructed to inquire on the spot into the character of the Company, and if completely satisfied, be authorized to consent, on behalf of this Government, to transfer, the contractors bearing all expense. I suggest the following form of telegram to Sir Charles Cowper for Mr. Samuel's concurrence.—H.P., 21/4/74.

Inform Mr. Hall, with copy of telegram.—H.P., 21/4/74.

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No. 3.

THE PRINCIPAL UNDER SECRETARY to MR. H. H. HALL.

Colonial Secretary's Office,
Sydney, 22 April, 1874.

SIR,

With reference to your letter of the 9th instant addressed to the Postmaster General, stating that a Joint Stock Company has been formed and registered in London, under the style of the Australasian and American Mail Steam Company, for the purpose of carrying out your mail contract with the New South Wales and New Zealand Governments, and requesting that the consent of this Government to your transferring your contract to that Company might be telegraphed to London,—I am directed by the Colonial Secretary to enclose for your information a copy of the telegram which has been sent to the Agent General for this Colony in London, and by which he has been instructed to make inquiry regarding the Company, and authorized to consent, if satisfied, to the transfer on behalf of this Government—all expenses being borne by the contractors.

I have, &c.,
WM. GOODMAN,
(For Under Secretary.)

No. 4.

TELEGRAM, COLONIAL SECRETARY, SYDNEY, to AGENT GENERAL, LONDON.

CONTRACTORS for Pacific Mail Service, through Lawrence, Clark, & Co., apply for permission to transfer contract to Australasian and American Mail Ship Company. You are instructed to make careful inquiry, through bankers or otherwise, as to undoubted character of Company. If satisfied, you are authorized to consent to transfer on behalf of this Government—all expenses, including telegrams, to be borne by contractors.—21st April, 1874.

No. 5.

TELEGRAM from H. H. HALL, LONDON, to THE POSTMASTER GENERAL, SYDNEY.

22 October, 1874.

POWERFUL combination. Pacific Railway secured, capital half a million. Will accept permanent contract, Government guaranteeing 5 per cent.

No. 6.

MR. H. H. HALL to THE COLONIAL SECRETARY.

Windsor Chambers, Great Saint Helen's,
London, E.C., 30 October, 1874.

SIR,

I have the honor to request that the Government of New South Wales will allow myself and co-partner, Paul Siemen Forbes, to transfer our present permanent contract to a combination of responsible persons to be approved of, who are prepared to carry out the contract on the following conditions, viz.:—The Governments of New South Wales and New Zealand to guarantee 5 per cent. on a capital of £500,000, after deducting insurance, over depreciation and working expenses. The net earnings over 10 per cent. to be equally divided between the Governments and the contractors. Speed 11 knots. All other conditions to remain the same.

I have, &c.,
H. H. HALL.

Part V.

CHIEFLY concerning the delay in transmission of Mails between London and San Francisco.

SCHEDULE.

NO.	PAGE.
1. Letter from Messrs. Merrill & Co. to the Postmaster General, N.S.W., dated 6th March, 1874	113
2. Letter from Postmaster General, N.S.W., to the Postmaster General, London, dated 11th April, 1874 (with enclosure)	113
3. Letter from Secretary to Post Office, Sydney, to the Secretary to the Post Office, New Zealand, dated 11th April, 1874 (with enclosures)	114
4. Telegram from Agent General for N.S.W. to Colonial Secretary, dated 13th April, 1874	114
5. Letter from Secretary, Post Office, London, to Postmaster General, Sydney, dated 6th March, 1874 (with enclosures)	115
6. Letter from the Agent General for N. S. Wales to Colonial Secretary (with enclosures), dated 20th March, 1874	115
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8. Letter from the Postmaster General, New Zealand, to the Postmaster General, N. S. Wales, dated 4th May, 1874 ..	116
9. Letter from the Secretary to Post Office, Sydney, to Secretary, Post Office, London, dated 7th May, 1874	117
10. Letter from the Agent General for N.S.W. to the Colonial Secretary, dated 3rd June, 1874	117
11. Letter from Postmaster General, N.S.W., to Postmaster General, New Zealand, dated 4th June, 1874	117
12. Letter from Postmaster General, New Zealand, to Postmaster General, N. S. Wales, dated 15th June, 1874 (with enclosure)	118
13. Letter from Morton C. Fisher, Esq., to Postmaster General, N. S. Wales, dated 16th June, 1874	118
14. Letter from Secretary, Post Office, London, to the Postmaster General, Sydney, dated 18th June, 1874	119
15. Letter from Secretary to Post Office, Sydney, to H. H. Hall, Esq., dated 23rd July, 1874	119
16. Letter from H. H. Hall, Esq., to Secretary to Post Office, Sydney, dated 31st July, 1874	119
17. Letter from Postmaster General, N. S. Wales, to the Postmaster General, New Zealand, dated 11th August, 1874 ..	119
18. Letter from Secretary, Post Office, Sydney, to the Secretary, Post Office, Wellington, dated 9th September, 1874 (with enclosures)	120
19. Letter from Postmaster General, New Zealand, to the Postmaster General, New South Wales, dated 11th September, 1874	120
20. Letter from Secretary, Post Office, Wellington, to the Secretary, Post Office, Sydney, dated 1st October, 1874	120
21. Letter from Messrs. Merrill & Co. to Postmaster General, New South Wales, dated 7th December, 1874	120

No. 1.

MESSRS. J. C. MERRILL & Co. to THE POSTMASTER GENERAL, SYDNEY.

Post Office Lock-box 1,419,
San Francisco, 6 March, 1874.

DEAR SIR,

We have the pleasure to enclose private telegram received by us, and which came to hand the day after your departure in the s.s. "Macgregor."

We are sorry to say that we have, for the second time, been obliged to detain the steamer beyond her schedule time, on account of the non-arrival of mails *via* Boston. The mails *via* New York have been waiting in the Post Office for these last eight days, and the Boston mails are as many days behind time. This is certainly very provoking, and detrimental to the best interests of the line, and we have no doubt you will use your best endeavours with the English Post Office authorities for them to ship the mails by the fast New York boats instead of by the slow Boston *freight* boats.

We remain, &c.,
J. C. MERRILL & Co.

No. 2.

THE POSTMASTER GENERAL, SYDNEY, to THE POSTMASTER GENERAL, LONDON.

General Post Office,
Sydney, 11 April, 1874.

SIR,

Referring to my telegram to you of the 8th instant, copy of which I attach hereto, I have the honor to state that when it was arranged that Tuesday should be the day for the despatch from London of the mails for New South Wales *via* San Francisco, it was on the distinct understanding that the Cunard Company intended to run a fast packet on the line between Liverpool and Boston on that day expressly, to expedite the transit of Australian mails and passengers. It would not, however, appear that any but slow steamers have hitherto been employed for this service, for the mails which were despatched from London on the 13th January and 10th February were respectively two and eight days behind time in arrival at Boston, while it seems from telegraphic information just received, the mails despatched from London on the 10th March were also at least two days late at Boston.

It has been represented that, at the same period, when the Australian and New Zealand mails were carried by the Cunard Company's slow steamers, other vessels made quick passages between England and New York. In the case of the February mail, it is alleged a passage was made from England to New York in five days less time than the passage of the Boston packet.

It is satisfactory to this Colony that the mails have been conveyed in time between Boston and San Francisco, and that the contract time allowed between San Francisco and Sydney has not been exceeded in the case of the February mail; nor would it have been in that of the January mail had it not been for the unfortunate circumstance of the steamship "Macgregor" going ashore at Kandavau.

So

So far as this new mail service has yet proceeded, it is evident that if the arrangements as regards the transit across the Atlantic Ocean were more satisfactory than they are, the San Francisco route, in which is concerned the interest of the whole of the Australian Colonies and New Zealand, with a population of upwards of 2,000,000, would soon become a very expeditious and popular one.

Having pointed out the circumstances which militate against the success of the San Francisco Service, I have to ask that you will kindly use your influence with the Cunard Company to obtain a quick steamer for the carriage of Australasian mails on Tuesday, as fixed by the time-table.

If a quick steamer to Boston cannot be secured on the Tuesday in question there appears to be no alternative but to change the day of dispatch from London to the Thursday following, when the mail would be carried by more expeditious vessels to New York.

It is to be regretted that the Colonies have only the choice of three days for dispatch from London, viz., Tuesday, Thursday, and Saturday; otherwise the fast steamships of the White Star Line would be available for the transit of Australian mails to New York on Wednesday. It may not be inopportune here to remark that when I was in London I was informed that the proprietors of the White Star Line were disposed to carry the Australian mails without any charge upon the Imperial Government. If this be the case your Department might be able to arrange with that company for the carriage of these mails on the Wednesday following the Tuesday now fixed for dispatch. The Australasian passenger and goods traffic would doubtless follow the mails, and thus some advantage would accrue to the White Star Company from the concession.

The plan which the United States Government adopts of sending the mails to the United Kingdom by the fastest steamers which run between New York and England affords to the Australasian Colonies far greater advantages as regards the speedy conveyance of the mails than the system adopted by your department of restricting the conveyance to certain packets and to certain days.

Relying upon your good offices in the development of the San Francisco Service, which is largely subsidised by this Colony and New Zealand,

I have, &c.,
SAUL SAMUEL.

[Enclosure.]

TELEGRAM from the Postmaster General of New South Wales, dated Sydney, 9th April, to the Postmaster General, London.

FEBRUARY mail, *via* San Francisco, seven days late to Boston, causing great dissatisfaction here. This Government will be glad if you will influence Cunard Company to put on fast boat for Australian mails, as promised, or will you send by other fast line to New York? Time kept on Pacific. Reply—charge to us.

NO. 3.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, NEW ZEALAND.

Sydney, 11 April, 1874.

SIR,

I am directed to forward you the enclosed copy of correspondence which it has been deemed expedient to address to the Postmaster General, London, in reference to the conveyance of the Australasian mails from England to the United States of America.

I have, &c.,
S. H. LAMBTON,
Secretary.

[Enclosures.]

[*Vide* letters Nos. 1 and 2.]

NO. 4.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, SYDNEY.

Telegram sent 13th April; received 14th April, 1874.

POSTMASTER GENERAL refers telegram about San Francisco mail to me. Had already taken action. Wrote last mail.* All ships to America are late during winter. Cunard will now carry mails to New York. Fast ship leaving same day.

The Postmaster General.—H.P., 28/4/74. Seen.—S.S., 30/4/74.

* *Vide* No. 6.

No. 5.

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No. 5.

THE SECRETARY GENERAL POST OFFICE, LONDON, to THE POSTMASTER GENERAL, SYDNEY.

General Post Office,
London, 6 March, 1874.

SIR,

I beg leave to enclose, for your information, copy of a letter which has been addressed to this office by Messrs. Lawrence, Clark, & Co., the agents in London of the Australian and San Francisco mail line, suggesting an alteration in the dates, as arranged by you, for the despatch of the outward mails for New South Wales and New Zealand.

I also enclose a copy of the reply made to Messrs. Lawrence, Clark, & Co.

I am, &c.,
WM. JAS. PAGE.

[Enclosures.]

Messrs. Lawrence, Clark, & Co. to The Secretary General Post Office, London.

Windsor Chambers, Great Saint Helens,
London, 28 February, 1874.

Sir,

As agents for the Australian and San Francisco mail line, we take the liberty of calling your attention to the unsatisfactory working of the arrangement by which the English mails are despatched *viâ* Boston.

Our steamer had to wait at San Francisco until 3rd February for the London mails of 13th January, although the London letters of the 15th arrived at San Francisco *viâ* New York some days earlier.

The same delay is taking place again this month, and we fear it is likely to be constantly occurring. Our steamer ought to sail from San Francisco to-day, but we have received this telegram from our agents, *viz.* :—

“Mails *viâ* Boston again detaining steamer six days.”

The loss to the contractors is not a small matter; but the inconvenience to the public is very great, and we trust this will be soon remedied. Practically the Thursday's letters arrive at San Francisco earlier than the Tuesday's mails. Ought not Thursday to be the day for the official despatch, giving the public the opportunity of writing also on the Saturday at their own risk?

We shall be much obliged if you will give your kind consideration to this very important matter. It is sure to be agitated very soon by those interested in the Colonies.

We are, &c.,
LAWRENCE, CLARK, & Co.

The Secretary General Post Office, London, to Lawrence, Clark, & Co., London.

General Post Office,
2 March, 1874.

Gentlemen,

In reply to your letter of the 28th ultimo, I am directed by the Postmaster General to remind you that the contract for the Australian and San Francisco mail line was made by the Governments of New South Wales and New Zealand jointly, and that this department was in no way a party to it.

The time-table, fixing the dates for the despatch of the outward mails from London, was prepared by the Postmaster General of New South Wales during his stay in this Country, and those dates have since been confirmed by a telegram from the authorities in the Colony.

No alteration in this respect can therefore be made by this department.

I am at the same time to point out to you that any observations you have to make on the subject of the working of the arrangements connected with the Colonial contract may more properly be addressed to the agents of the Colonies in London.

I am, &c.,
W. J. PAGE.

No. 6.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, SYDNEY.

London, 3 Westminster Chambers, S.W.,
20 March, 1874.

SIR,

With reference to my letter, No. 323, dated 9th instant,* relative to the San Francisco mail, I have now the honor to inform you, that I have ascertained from the Post Office authorities that Messrs. Cunard contemplate running a fast steamer every fourth Wednesday from Queenstown to New York, by which the mails will be conveyed more expeditiously than they now are to Boston. This arrangement, if carried out, will obviate the necessity for any alteration in the day of departure of the mail from England.

When I am in possession of more definite information I will again write to you on this subject.

I have, &c.,
CHARLES COWPER.

Submitted, 9/5/74.

The Secretary to the Post Office, B.C., 31 October, 1874.—H.H.

* Forwarding copies of correspondence between Lawrence, Clark, & Co. and London Post Office. *Vide* No. 5.

No. 7.

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No. 7.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, NEW SOUTH WALES.

London, 3 Westminster Chambers, S.W.,
17 April, 1874.

SIR,

I have the honor to forward herewith copy of a letter from the Postmaster General, dated 9th April, 1874, enclosing a telegram received by him from the Postmaster General of New South Wales, on the subject of the late arrival in Sydney of the February San Francisco mail.

In reply, I sent you the following telegram:—"POSTMASTER General refers telegram about 'Frisco mail to me. Had already taken action; wrote last mail; all ships to America were late during winter; Cunard will now carry mails to New York, fast ship leaving same day."

Before telegraphing to you, I communicated with Messrs. Cunard, and ascertained from them that their Tuesday ships, which carry the San Francisco mail, will now run to New York instead of to Boston, and that faster boats will now be put on, the winter season being over. It will be for consideration, before next winter, whether it might not be desirable to make a change in the day of departure from England, as Messrs. Cunard run slower boats on Tuesdays to Boston, during the winter months; they recommend their Saturday ships to New York as the most favourable for the mail service, taken all the year round.

I do not, however, propose to take any steps in the matter for the present, as I am not fully aware of the details of the arrangement made by Mr. Samuel, or of his wishes on the subject.

I have, &c.,

CHARLES COWPER.

The Postmaster General, 5/6/74.—H.P. Read.—S.S., 26/6/74.

[Enclosures.]

From the Secretary, Post Office, London, to The Agent General for New South Wales, London.

General Post Office,
London, 9 April, 1874.

SIR,

I am directed by the Postmaster General to transmit to you a copy of a telegram,* which he has this day received from Sydney, stating that great dissatisfaction has been caused by the late arrival at Sydney of the mails for New South Wales, despatched from London in February, owing to the long voyage of the mail packet which carried those mails to Boston, and requesting that the Postmaster General will influence the Cunard Company to put on a fast boat for the conveyance of the Australian mails as promised.

As you are no doubt aware, the arrangements for despatching the New South Wales and New Zealand mails from Queenstown by the mail packets, on every fourth Wednesday, were made by Mr. Samuel, the Postmaster General for New South Wales, during his stay in London, and with the concurrence of the Agent General for New Zealand, and this Department is not aware of the nature of the arrangements made with the Cunard Company, or of any promises made by that Company in respect to those arrangements.

Under these circumstances, Lord John Manners has desired me to suggest that any communication to be made to that Company should emanate from yourself and the Agent General for New Zealand.

I am, &c.,

JOHN TILLEY.

* Enclosure—Telegram. *Vide* No. 2.

No. 8.

THE POSTMASTER GENERAL, NEW ZEALAND, to THE POSTMASTER GENERAL, SYDNEY.

General Post Office,
Wellington, 4 May, 1874.

SIR,

I have had submitted to me the letter of the 11th instant [*qy. ultimo*], addressed to this Department by the Secretary of the General Post Office, Sydney, enclosing, by direction, a copy of the communication you deemed it expedient to forward the Postmaster General, London, in reference to the transmission of the Australian and New Zealand mails from England to the United States, and I have to express my approval of the action taken by you in drawing the attention of the Imperial Post Office authorities to the serious delays complained of.

2. I desire, however, to point out that it does not appear your Government have the power under the contract to alter the fixed dates for the departure of the San Francisco mails from London without a reference to this Colony; and I think it would be well for the future that this Government should first be consulted before any authority is given for disturbing the dates fixed by the published time-table. I may further mention that as far as this Colony is concerned it is not the case that the vessels have performed the service within contract time. Making allowances for the detention caused by the "Macgregor," and in our case abstaining from taking into account the gain of time on the return voyage in crossing from east to west, the time has exceeded the longest of the three rates of time provided by the contract.

I have, &c.,

JULIUS VOGEL.

No. 9.

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No. 9.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE, LONDON.

General Post Office,
Sydney, 7 May, 1874.

SIR,

I am directed to acknowledge the receipt of your communication, dated the 6th March last, forwarding therewith copy of a letter addressed to your office by the agents in London of the Australasian and American Mail Service, and of your reply thereto, relative to a suggestion which they make for an alteration in the dates for the despatch from England of the mails for New South Wales and New Zealand.

In reply, I am to refer you to the letter from the Postmaster General of this Colony, dated the 11th ultimo, and to state that Mr. Samuel trusts that your Department will use its best endeavours to expedite the transit of the mails to and from San Francisco.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 10.

THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, to THE COLONIAL SECRETARY, SYDNEY,

London, 3, Westminster Chambers, S.W.,
3 June, 1874.

SIR,

My attention having been called to the fact that yesterday's San Francisco outward mail was conveyed in Messrs. Cunard's s.s. "Batavia," which is advertised to sail for Boston and New York, I at once communicated with Messrs. Cunard in order to correct (if necessary) my despatch to you (No. 331) of 17th April last, in which I informed you that the steamers carrying the San Francisco mail would in future run to New York instead of to Boston. Messrs. Cunard now inform me that yesterday's steamer, as well as those of the 30th June and 28th July, will sail for Boston and New York, and not for New York direct. The Post Office authorities are always informed by Messrs. Cunard some days before hand of the destination of their steamers, and I therefore conclude that no complications are likely to arise, from the fact of the American port for our mail alternating from Boston to New York—the length of the two passages only differs by a very few hours.

I have, &c.,
CHARLES COWPER.

The Postmaster General.—H.P.—27/4/74.

The Secretary to the General Post Office, B.C., 28 July, 1874, for Under Secretary.—W.G.

Submitted.—S.H.L., 30/7/74.

Read.—S.S., 31/7/74.

No. 11.

THE POSTMASTER GENERAL, SYDNEY, to THE POSTMASTER GENERAL, NEW ZEALAND.

General Post Office,
Sydney, 4 June, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter, dated the 4th ultimo, relative to the communication which I addressed to the Postmaster General, London, on the 11th April last, in reference to the transmission of the Australasian and New Zealand mails from England to the United States.

With regard to the second paragraph of your letter, I have to point out that in my communication to the London office, I did not propose to alter the time-table, but merely suggested that if a fast steamer could not be secured from London on Tuesday, there would be no alternative but to change the day of despatch to Thursday.

I may add that I had and have no desire to take any action in the matter of the mail service *via* San Francisco without consulting with the New Zealand postal authorities, in accordance with the provisions of the contract.

I have, &c.,
SAUL SAMUEL,
Postmaster General.

No. 12.

THE POSTMASTER GENERAL, NEW ZEALAND to THE POSTMASTER GENERAL, SYDNEY.

General Post Office,
Wellington, 15 June, 1874.

SIR,

By the Brindisi mail, which has just arrived, I have received a communication from the Agent General for this Colony, in which he directs my attention to the delays the New South Wales and New Zealand mails have suffered in transmission between Liverpool and Boston—a matter you brought under the notice of the Postmaster General, London, on the 8th of April last.

2.

2. The Agent General, at the request of the contractors, waited upon the London Post Office authorities with the view of having the mails despatched to New York, and thus to prevent a continuance of the delays. He found, however, that the Cunard Company, with the concurrence of the Post Office Department, had already decided to convey the mails to New York, instead of to Boston, during the summer months only, the Boston route to be again adopted in the winter.

3. The Cunard Company have recommended that the mails should be despatched throughout the whole year by their fast steamers, which leave Liverpool every Saturday.

4. I forward you a copy of the Agent General's letter for your information, in the hope that you will be good enough to favour me with your views thereon at your earliest convenience.

5. Should it be considered advisable to change the days of the despatch of the mails from London, a corresponding alteration would have to be made in the despatch of mails from this side. In any case it seems to me the time-table might with advantage be altered, so as to allow a longer interval between the arrival of the inward and the departure of the outward mails. The result under the existing time-table is that whenever the inward mails are late in arriving, the despatch of the return mails is necessarily of a hurried character, and but little time is afforded for replying to letters received. I would also suggest that one day later should be fixed for the steamers leaving Auckland for Kandavau, experience having shown that with a later departure the vessels would still arrive in Kandavau as soon as the steamer from New South Wales. Not only does this Colony suffer through the mails leaving unnecessarily early, but the delay at Kandavau presses hardly on the contractors, since it lengthens the time for performing the outward service, and thus occasions to the contractors either additional penalties or a less rate of bonus, as the case may be.

Submitted.—S.H.L., 10/7/74.

I have, &c.,
JULIUS VOGEL.

Send copy of this letter to Mr. H. H. Hall, and ask him to let me have his opinion upon the proposed alteration of time-table.—S.S., 22/7/74.

[Enclosure.]

The Agent General for New Zealand, London, to The Hon. Julius Vogel, Wellington, New Zealand.
7, Westminster Chambers,
Victoria-street, Westminster, S.W.,
17 April, 1874.

Sir,

I have the honor to bring under your consideration the following circumstances:—

It would appear that the Honorable Saul Samuel arranged that the San Francisco mails should be sent from London to Boston instead of to New York, under the impression no doubt that time would be gained.

It turned out, however, that the steamers to Boston were exceedingly slow boats, and the result was, that the steamers on two or three occasions were kept waiting some days at San Francisco for the mails.

At the request of the contractors I waited upon the Post Office authorities with the view of having the mails despatched to New York, when I was informed that Messrs. Cunard had that very day notified that such was their intention from and after the 31st ultimo, and that they would continue to do so during the summer, reverting back, however, to the Boston arrangement during the winter.

I am given to understand that Messrs. Cunard recommend that the mails should be despatched throughout the whole year in their boats which leave Liverpool on Saturdays, but this, of course, would involve an alteration in the time-table.

The fastest boats between Liverpool and New York are unquestionably those of the White Star line, but then the Post Office has only contracts with Messrs. Cunard & Co. and Messrs. Inman & Co.

Perhaps, after conferring with the Government of New South Wales, you will deem it advisable to instruct me on the questions now suggested.

I have, &c.,
J. E. FEATHERSTON,
Agent General.

No. 13.

MR. M. C. FISHER to THE POSTMASTER GENERAL, SYDNEY.
58, Threadneedle-street,
London, E.C., 16 June, 1874.

(Via Singapore and Brisbane, Southampton route.)

A. & A.M.S.S. (Limited.)

DEAR SIR,

I am obliged to you for your favour of the 17th April.*

Your suggestions as to the better working of the service have had my careful attention, and shall be carried out as far as possible.

With regard to the delay in the transmission of mails across the Atlantic, the London agents of the company had already been in communication with the Post Office authorities as to the necessity of laying on a faster steamer ("Cunard") from Liverpool to Boston when the Australasian mails are despatched.

I write in haste now, but will write more fully by next mail.

We are meeting with serious obstacles on account of small subsidy and short period. We make application to extend period and increase amount of subsidy, and trust you will see the justice of our claim, and do what you think advisable in the matter to assist the enterprise.

Yours, &c.,
MORTON C. FISHER.

* Private letter, addressed by Honble. S. Samuel, C.M.G., urging the necessity for better arrangements as regards the carrying on of the service.

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No. 14.

THE SECRETARY, GENERAL POST OFFICE, LONDON, to THE POSTMASTER GENERAL, SYDNEY.

General Post Office,
London, 18 June, 1874.

SIR,

I am directed by the Postmaster General to acknowledge the receipt of your letter of the 11th April last, explaining in detail the object of your telegram, despatched a few days previously, on the subject of the vessels employed by the Cunard Company to convey across the Atlantic the outward mails for New South Wales and New Zealand.

As the Postmaster General, on the receipt of the telegram, had placed it in the hands of the Agent General for New South Wales, and had requested him, in conjunction with the Agent General for New Zealand, to communicate with the Cunard Company, in reference to the understanding said to have been come to with them, his Lordship has, with a like object, transmitted to the Agent General a copy of your letter, and he has received a reply, stating that Sir Charles Cowper has reported to the Chief Secretary at Sydney the result of his communication with Messrs. Cunard.

With reference to that part of your letter, in which you state that the mails for Australia and New Zealand, which were despatched from London on the 13th January last, arrived at Boston two days behind time, that the mails despatched on the 10th February were eight days behind time, and that the mails despatched on the 10th March were at least two days behind time, I am directed to observe that you must be under some misapprehension.

In the fourth quarter of 1873, when you made the arrangements for despatching the Australian and New Zealand mails from London every fourth Tuesday, the table time for each voyage from Queenstown to Boston was eleven days, as will be seen by the enclosed time-table for that quarter.

The average length of time actually occupied in the voyages during the last six months of 1873 was *twelve* days ten hours.

The mails of the 13th January were conveyed from Queenstown to Boston in eleven days thirteen hours, the mails of the 10th February in fourteen days thirteen hours, and the mails of the 10th March in ten days fourteen hours.

It will thus be seen that out of the three mails one arrived before time, one was only thirteen hours after time, and the third, instead of being eight days late, as stated in your letter, was only three days thirteen hours late, and this at the very worst season of the year for an Atlantic voyage.

I have, &c.,

F. J. SCUDAMORE.

Submitted.—S.H.L., 3/9/74. Seen. Send copy to New Zealand.—S.S., 5/9/74.

No. 15.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE MANAGING DIRECTORS, AUSTRALASIAN AND AMERICAN MAIL STEAMSHIP COMPANY.

General Post Office,
Sydney, 23 July, 1874.

SIR,

I am directed to enclose for your perusal a copy of a communication which has been received from the Postmaster General of New Zealand, relating to the necessity for a proposed alteration of the time-table for the mail service *via* San Francisco between New South Wales and New Zealand and the United Kingdom.

I am to state that Mr. Samuel will be glad to learn your opinion upon the changes proposed.

I have, &c.,

S. H. LAMBTON.

No. 16.

H. H. HALL, ESQ., to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

The Australasian and American Mail Steamship Company,
Sydney, 31 July, 1874.

SIR,

I am in receipt of your letter No. B 74/3258, dated 23rd instant. In reply I have the honor to state that my impressions are that it would be better for the mails to leave London two days earlier, which would be Saturday instead of Tuesday.

If it was possible for the Governments interested in the service to make arrangements for the mails to be conveyed by the "White Star" line I would strongly recommend such a course to be adopted.

I have no doubt their day of sailing would be fixed to either Wednesday or Thursday.

I have, &c.,

H. H. HALL,

Managing Director.

Submitted.—S.H.L., 3/8/74. Seen.—S.S., 3/8/74.

No. 17.

THE POSTMASTER GENERAL, SYDNEY, to THE POSTMASTER GENERAL, WELLINGTON.

Sydney, 11 August, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter, dated the 15th June last, enclosing a communication from the Agent General of your Colony, in which he directs attention to the delays in the transmission of the New South Wales and New Zealand mails between Liverpool and Boston, and mentions a recommendation from the Cunard Company that the mails should be despatched throughout the whole

whole year by their fast steamers, leaving Liverpool every Saturday, which, as you observe, would involve a corresponding alteration in the day of the despatch of the homeward mails. In asking my views on this point you further remark, that in any case you think the time-table might with advantage be altered so as to allow a longer interval between the arrival of the inward and the departure of the outward mails.

I quite agree with you, that some alteration of the time-table is necessary, but I consider that the whole matter had better stand over until the permanent service is about to commence, before which period I will address you further on the subject.

I have, &c.,
SAUL SAMUEL.

No. 18.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON, N.Z.

Sydney, 9 September, 1874.

SIR,

With reference to previous correspondence respecting the late arrival at Boston of the mails for New South Wales, New Zealand, &c., I am directed to forward herewith, for the information of the Postmaster General of New Zealand, copy of a letter on the subject, which has been received from the General Post Office, London.

I have, &c.,
S. H. LAMBTON,
Secretary.

[Enclosure. Vide No. 14.]

No. 19.

THE POSTMASTER GENERAL, NEW ZEALAND, to THE POSTMASTER GENERAL, NEW SOUTH WALES.
New Zealand.

General Post Office,
Wellington, 11 September, 1874.

SIR,

I have the honor to acknowledge, with thanks, the receipt of your letter of the 11th ultimo, B 74/3676, respecting the transmission of the New South Wales and New Zealand mails between Liverpool and America.

I have, &c.,
JULIUS VOGEL.

No. 20.

THE SECRETARY, GENERAL POST OFFICE, NEW ZEALAND, to THE SECRETARY, GENERAL POST OFFICE,
SYDNEY.

General Post Office,
Wellington, 1 October, 1874.

SIR,

I have the honor to acknowledge, with thanks, the receipt of your letter of the 9th ultimo, enclosing copy of a communication from the General Post Office, London, with reference to the conveyance of the New South Wales and New Zealand mails between Liverpool and Boston.

I am, &c.,
W. GRAY,
Secretary.

No. 21.

MESSRS. MERRILL & CO., SAN FRANCISCO, to THE POSTMASTER GENERAL, SYDNEY,

Post Office, Lock Box, 1,419,
San Francisco, 7 December, 1874.

DEAR SIR,

The "Macgregor" arrived here in good order on the evening of the 26th ultimo, and the following day we telegraphed you to that effect. By her we are placed in possession of your valued favours of the 22nd and 23rd October.

We shall be much pleased to have the information that the mail service between our two Countries is placed on a firm and permanent basis, and in any changes which may occur we depend upon your very powerful influence in our favor.

We note that the cost of our telegrams to you will be duly paid to Messrs. Beilby & Scott.

We must again particularly call your attention to the fact, that the mails from London are almost invariably forwarded by one of the slowest boats, and frequently *via* Boston.

If sent by a fast boat *via* New York, there would seldom be any cause why our steamer should not leave here strictly on Schedule time, which would make a notable difference in her arrival out.

It looks to us as if there was some P. & O. influence at the bottom of all this at work in London, and hope you may be able to change it.

With our very best wishes, and the offer of our services here, at any and all times,

We have, &c.,
J. C. MERRILL & CO.

Seen.—S.S., 21/1/75.

Part VI.

NEGOTIATIONS for performance of Temporary Service to meet the default of Messrs. Hall and Forbes.

SCHEDULE.

[Arrangement with owner of steamer "Tartar."]

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No. 1.

CASE FOR OPINION OF ATTORNEY GENERAL IN REFERENCE TO SUBSIDY FOR "TARTAR'S" TRIP FROM SAN FRANCISCO TO SYDNEY, IN JULY, 1874.

Mr. H. H. Hall, one of the contractors for the temporary Mail Service, received a telegram dated London, 15th July, 1874, from Messrs. Lawrence, Clark, & Co., the London agents for contractors, stating that the owners of one of the steamers (viz., the "Tartar"), then at San Francisco, chartered by Messrs. Hall and Forbes, had withdrawn the steamer,—Messrs. Lawrence, Clark, & Co., offering at the same time to arrange for the return of the "Tartar" to Sydney, provided the subsidy for the voyage was secured to the owners."

On the 16th July the Postmaster General sent the following telegram to Messrs. Lawrence, Clark, & Co., viz.—"This Government guarantees to owners its subsidy for voyage of 'Tartar,' subject to Forbes' concurrence."

A telegram, dated the 25th July, was received by the Postmaster General from Messrs. Lawrence, Clark, & Co., from the latter portion of which it might be inferred that the arrangements with the "Tartar's" owners for the July trip had been concluded. The Postmaster General, however, telegraphed in reply to Messrs. Lawrence, Clark, & Co., as follows, viz. :—"Contractors must at once send on mails from 'Frisco.'"

It appears, however, from a letter, with enclosures, received from the Agent General for New South Wales, dated the 30th August, 1874, that Messrs. Lawrence, Clark, & Co. did arrange with the "Tartar's" owners for the trip from San Francisco to Sydney in July, and paid the owners therefor, and it would seem under this arrangement Messrs. Lawrence, Clark, & Co., with the consent of the owners, apply for payment of the subsidy.

The "Tartar" did perform the service, and therefore Messrs. Lawrence, Clark, & Co., appear to be entitled to the money, but the Postmaster General wishes an opinion whether the Government are legally and equitably bound to pay this amount, and further, whether, in doing so, they would in any way jeopardise the recovery of penalties under the bond of contractors and sureties for breach of contract.

The papers in the case are herewith furnished for fuller information, viz. :—

1. Memorandum of the Postmaster General to the Colonial Secretary, dated 31/7/74.
2. Letter with enclosures from the Agent General for the Colony to the Colonial Secretary, dated 30/10/74.
3. Letter with enclosures from Messrs. Lawrence, Clark, & Co., to the Postmaster General, dated 30/10/74.
4. Letter from Mr. H. H. Hall to the Postmaster General, dated 16/7/74.
5. Letter from P. S. Forbes, by his Attorney, H. De C. Forbes, to the Agents General for New South Wales and New Zealand, dated 20/8/74.
6. Letter from Oriental Bank to the Postmaster General, dated 16/12/74.
7. Letter with enclosure from Oriental Bank to the Postmaster General, dated 17/12/74.
8. Letter from Oriental Bank to the Postmaster General, dated 7/1/75.
9. Copy of the temporary contract.

The Crown Solicitor, B.C., 22/1/75.—S.H.L.

S. S., 20/1/75.

[Enclosure No. 1.]

Minute of The Postmaster General to the Colonial Secretary.

WITH reference to previous correspondence relating to the carrying out of the San Francisco Mail Service I send herewith copies of all communications on the subject to this date, which have not already been furnished by this Department to the Postmaster General of New Zealand, and recommend that they be forwarded by the Colonial Secretary to the New Zealand Government.

It might be desirable to call special attention to the telegram of Messrs. Lawrence, Clark, & Co., of London, dated 15th July, threatening the withdrawal of the "Tartar" at San Francisco, unless payment of the subsidy was guaranteed to the owners; and also to the fact that it has been considered advisable by the Government of this Colony to give such guarantee in order to prevent the detention of the New South Wales and New Zealand Mails at San Francisco.

It should be further stated that it has been ascertained, from telegrams just received from London, that the "Tartar" left San Francisco with the mails on the 28th instant.

Particular allusion should be made to the telegram from Messrs. Lawrence, Clark, & Co., London, dated 27th July, stating that "contractors unable to carry out contract—owners, builders, agreed, combining to perform service efficiently, provided contracts extend twelve years with £100,000 ten knots * * *."

As I understand that the New Zealand Government has already been made acquainted with the circumstances under which this Government deemed it expedient to guarantee the charter of the "City of Melbourne" and the "City of Adelaide," and to advance to the contractors to meet the cost of repairs to the "Macgregor" on an order for the amount upon the New Zealand Government, the Colonial Secretary may not consider it necessary to make further reference to this matter.

The Principal Under Secretary.—S.H.L. B.C., 31/7/74

S. S., 31/7/74.

[Enclosure.]

Telegram from Lawrence, London, to H. H. Hall, Sydney, 15th July, 1874.

AUSTRALIAN Mails left New York to-day; will arrive at San Francisco, 19th. Forbes seriously ill. "Tartar" withdrawn by owners. We will arrange for her return to Sydney, provided subsidy for voyage be secured to owners. Get Samuel to telegraph reply sharp to us, that we may guarantee this. "Macgregor's" two boats will be continued same basis.

Telegram

Telegram from Postmaster General, Sydney, to Lawrence Clark, London, dated 16th July, 1874.
THIS Government guarantees to owners its subsidy for voyage of "Tartar," subject to Forbes' concurrence.

Telegram from Merrill, San Francisco, to Postmaster General, Sydney, dated 23rd July, 1874.
MAILS detained, wanting funds. Shall we charter steamer—Government account. Who London will honor *diralgraldms* draft?

Telegram from Postmaster General, Sydney, to Merrill, San Francisco, dated 25th July, 1874.
CONTRACTORS bound to provide steamer under penalty twenty-five thousand pounds. Where is "Tartar"?

Telegram from Lawrence, London, to Postmaster General, Sydney, dated 25th July, 1874.
CONTRACTORS unable carry out contract; owners, builders, agreed combining to perform service efficiently, provided contracts extend twelve years with hundred thousand ten knots. Elder's boats, November. Get Oriental Bank. Telegraph *Larkworthy*, pay 1,100 pounds "Tartar."

Telegram from Postmaster General, Sydney, to Lawrence, London, dated 27th July, 1874.
CONTRACTORS *must* at once send on mails from 'Frisco.

[Enclosure No. 2.]

The Agent General to the Colonial Secretary.

3 Westminster Chambers, S.W.
30 October, 1874.

Sir,

I have the honor to forward herewith copy of letter, dated 29th instant, and its enclosure received this morning from Messrs. Lawrence, Clark, and Company, on the subject of the "Tartar," subsidy, to which reference was made in Sir Charles Cowper's telegram to you of the 2nd instant.

I have, &c.,
A. A. JOPP, Capt., R.E.,
For Agent General.

[Enclosure.]

Messrs. Lawrence, Clark, & Co., to the Agent General.

Windsor Chambers, Great St. Helen's,
London, E.C., 29 October, 1874.

Dear Sir,

Enclosed we now beg to hand you a letter (which Captain Jopp and Dr. Featherston have already seen) from the owners of the steamship "Tartar," stating that they have received payment from us for carrying the mails from San Francisco to New Zealand and Sydney in July last, and that they have consequently no claim on the subsidy for that voyage. Mr. H. H. Hall, as contractor, has endorsed on the letter authorization of and concurrence in the payment of the subsidies for the down voyage of the "Tartar" to us. Mr. Forbes' authority is held by the Bank of New Zealand here, through whom he intended that the payment of the subsidy should be made to us.

We shall esteem it a favour if you will have the goodness to advise your Government by to-morrow's mail, that you hold the enclosed letter from the owners of the "Tartar," and ask that in the event of the subsidy being still unpaid on the arrival of your despatches, the Government will cause it to be forthwith paid to the Oriental Bank, Sydney for our credit with the Bank of New Zealand here.

In the position of accounts between the Australasian and American Company and ourselves, it is of importance to us to have this matter settled—and as the amount is now fully two months overdue, we cannot understand why there should be any hesitation about paying it to us.

Thanking you in anticipation for your good offices,—

We have, &c.,
LAWRENCE, CLARK, & Co.

The Secretary to the New York, London, and China Steamship Company (Limited), to the Agents General for New South Wales and New Zealand.

34, Leadenhall-street,
London, 6 October, 1874.

Dear Sirs,

As owners of the steamship "Tartar," I hereby beg to inform you that this Company has received payment from Messrs. Lawrence, Clark, & Co. for conveying the mails from San Francisco to New Zealand and Sydney, in July last, and that we have no claim on the subsidy for that voyage.

London,

London, 7 October, 1874.

With reference to the within letter, I, as contractor, hereby authorize and concur in the payment to Messrs. Lawrence, Clark, & Co. of the subsidies for the down voyage of the "Tartar" with the mails from San Francisco to New Zealand and Sydney, in July last, in terms of the agreement with the Postmaster General for New South Wales, in virtue of which agreement the said voyage was undertaken,

H. H. HALL.

[Enclosure 3.]

Messrs. Lawrence, Clark, & Co., to The Postmaster General, Sydney.

Windsor Chambers, Great St. Helen's, E.C.,
London, 30 October, 1874.

Dear Sir,

The Suez mail was delivered on the 26th, but only a small portion of the Sydney letters came forward, and we have neither any communication from you to acknowledge nor any intimation from other parties as to position of affairs in connection with the mail service, except the joint telegram to the Agents General here, to the effect that the permanent contract will not be settled until the representatives of the Governments meet in London in February.

What combinations may be got up between now and then we cannot judge; but we consider it quite possible that when Forbes' friends see that the penalties will be enforced and that in any event they will have to pay money, they may be disposed to come forward to carry out the contract themselves. Hall is vigorously at work here, and is at this moment busy with the representatives of the Pacific Railways, who have come over here specially to arrange a steam service, if possible, in opposition to Pacific Mail Co., to China and Japan, in connection with their trains, and may include Australia.

By this mail we are again asking the Bank of New Zealand to collect for us the "Tartar's" subsidy, and we hope you will kindly enable us to get it.

We enclose for your information copy of a letter which we yesterday addressed to the Agent General on the subject, with the owners' letter, stating that they have no claim on that particular subsidy. We also enclose copy of the owners' letter of this date to Messrs. Scott, Henderson, & Co., on the subject, and, commending our interests in the matter to your kind care.—

We are, &c.,

LAWRENCE, CLARK, & CO.

[Enclosures.]

Mr. C. A. Fearon, for Owners, to Messrs. Scott, Henderson, & Co.

London, 30 October, 1874.

Dear Sirs,

At the request of Messrs. Lawrence, Clark, & Co., late London Agents of the Australasian and American Mail Steamship Company, I beg to inform you that this Company has received from them, under special arrangement, payment for carrying the mails from San Francisco to Sydney, per ss. "Tartar," in July last.

At the same time, I may mention that no money has been paid to this Company for the use of their steamships "Tartar" and "Mongol," employed on the mail service since the 4th March last, and should any subsidies be due from the Governments in respect of the service, with the exception of the July voyage from San Francisco to Sydney above mentioned, I trust you may be enabled to obtain payment of it for the benefit of our ships.

The amounts due are as follows:—A/c. ss. "Tartar," from 24th March to 8th July, at £2,100 per month. A/c. ss. "Mongol," from 4th April to 6th June, at £2,200 per month, besides incidental claims and expenses arising from the non-payment of the charter money and from the detention of the ships on the mail service beyond the time stipulated for in the charter-parties, and from default in payment of wages and stores for which the owners of the ships have been made liable.

I am, &c.,

C. A. FEARON,
Secretary.

Messrs. Lawrence, Clark, & Co., to The Agent General.

London, 29 October, 1874.

Dear Sir,

Enclosed we now beg to hand you a letter (which Capt. Jopp and Dr. Featherston have already seen) from the owners of the steamship "Tartar," stating that they have received payment from us for conveying the mails from San Francisco to New Zealand and Sydney in July last, and that they have consequently no claim on the subsidy for that voyage. Mr. H. H. Hall, as contractor, has endorsed on the letter authorization of, and concurrence in, payment of the subsidies for the down voyage of the "Tartar" to us. Mr. Forbes' authority is held by the Bank of New Zealand here, through whom he intended that the payment of the subsidy should be made to us.

We shall esteem it a favour if you will have the goodness to advise your Government by to-morrow's mail that you hold the enclosed letter from the owners of the "Tartar," and ask that in the event of the subsidy being still unpaid on the arrival of your despatches the Government will cause it to be forthwith paid to the Oriental Bank, Sydney, for our credit with the Bank of New Zealand here.

In the position of accounts between the Australasian and American Co. and ourselves, it is of importance to us to have this matter settled; and as the amount is now fully two months overdue, we cannot understand why there should be any hesitation about paying it to us.

Thanking you in anticipation for your good offices,—

We have, &c.,

LAWRENCE, CLARK, & CO.

[Enclosure]

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[Enclosure 4.]

H. H. Hall to The Postmaster General.

Sydney, 16 July, 1874.

Sir,

In the event of your sending a telegram to Lawrence, Clark, & Co., London, saying that this Government will guarantee to pay to the owners of the "Tartar" the subsidy payable by the New South Wales Government for the voyage of that vessel from San Francisco, leaving that port this month (July) with the mails for Sydney and New Zealand, I engage, on behalf of myself and co-contractor, Mr. Forbes, to sign any letter or other document that may be deemed necessary by you, authorizing you to pay the money in fulfilment of such guarantee.

I am, &c.,
H. H. HALL.

[Enclosure 5.]

Mr. P. S. Forbes to the Agents General for New South Wales and New Zealand.

Paris, 20 August, 1874.

Dear Sirs,

Referring to the telegram received by Sir Charles Cowper from his Government on the 8th inst., *i.e.*,—"Government will, upon order of contractors, pay subsidy to owners upon every completed voyage, according to contract,"—I hereby authorize and request your Governments, jointly and separately, to pay all subsidies earned from July 1st, to Messrs. Lawrence, Clark, & Co., through the Bank of New Zealand.

I am, &c.,
P. S. FORBES.

(By his Attorney, H. DE C. FORBES.)

[Enclosure 6.]

The Manager, Oriental Bank Corporation, to The Postmaster General.

Oriental Bank Corporation,
Sydney, 16 December, 1874.

Sir,

At the instance of Messrs. Lawrence, Clark, & Co., of London, the Bank of New Zealand have requested me to make application to the New South Wales Government for payment of the subsidy for conveyance of mails from San Francisco to Sydney in July last, and in compliance with that request I have now the honor to apply to you for the amount of such subsidy.

Trusting to an early response,—

I have, &c.,
S. MURRAY,
Manager.

[Enclosure 7.]

The Manager, Oriental Bank Corporation, to The Postmaster General.

Oriental Bank Corporation,
Sydney, 17 December, 1874.

Dear Samuel,

I send you herewith copy of letter of the owners of *s.s.* "Tartar," addressed to the Agents General of New South Wales and New Zealand.

Yours, &c.,
HENRY P. DICK.

[Enclosure.]

The Owners of the "Tartar" to the Agents General for New South Wales and New Zealand.

34, Leadenhall-street,
London, 6 October, 1874.

Dear Sirs,

As owners of the steamship "Tartar," I hereby beg to inform you that the Company has received payment from Messrs. Lawrence, Clark, & Co., for conveying the mails from San Francisco to New Zealand and Sydney in July last, and that we have no claim on the subsidy for that voyage.

I am, &c.,
C. A. FEARSON,
Secretary.

[Enclosure 8.]

The Manager, Oriental Bank Corporation, to The Postmaster General.

Oriental Bank Corporation,
Sydney, 7 January, 1875.

Sir,

Referring to my letter to you of 16th December, I have the honor to request that you will be good enough to let me have a reply to the same, so that I may send a wire message to my friends in London

Yours, &c.,
S. MURRAY.

Submitted.—S.H.L., 8/1/75.
Cabinet.—S.S., 9/1/75.

[Enclosure 9.]

(Same as Temporary Contract and Bond ordered by Legislative Assembly to be printed on 28 January, 1874.)

No. 2.

THE CROWN SOLICITOR TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 2 February, 1875.

SIR,

I have the honor to forward herewith the papers received by me from your Department relative to the subsidy for the "Tartar," from San Francisco to Sydney, in July, 1874, and to state that I have laid them before Mr. Attorney General Innes, who has been pleased to write an opinion in the matter, a copy of which is as follows:—

"The promise herein appears to have been to pay to the owners of the 'Tartar'—the concurrence of the contractors being obtained. That concurrence was obtained, and the obligation to pay became enforceable by the owners. But Messrs. Lawrence, Clark, & Co., probably understanding the guarantee to be that the money would be paid for the despatch of the vessel and not to the contractors, took upon themselves, without direct authority from the Government, to pay the subsidy for this trip to the owners. Under these circumstances, I cannot say that there is any legal obligation upon the Government to pay Messrs. Lawrence, Clark, & Co. It is clear, however, that but for that payment made by Lawrence, Clark, & Co., the service would not have been performed; and it would be a breach of faith, considering the nature of the guarantee, not to pay the amount of the subsidy for that particular trip to Lawrence, Clark, & Co."

I have, &c.,
JOHN WILLIAMS.

MINUTE of the Postmaster General, respecting payment of subsidy for "Tartar's" trip from San Francisco to Sydney, in July, 1874.

There can be no doubt that the "Tartar" with the July mails of last year would not have been sent here except upon the understanding on the part of the owners that they had been promised payment of the subsidy by the Governments of New Zealand and this Colony for her voyage from San Francisco; and the captain on his arrival here detained the mails, saying he would not deliver them until the subsidy was paid. It was not until threatened with legal proceedings that he gave them up to the receiving officer. The steamer, on her arrival here, came to other agents than those of the contractors, who also demanded payment of the subsidy. I consider the amount should be paid to the Oriental Bank, on account of Messrs. Lawrence, Clark, & Co., who have paid the owners.

Mr. Russell informed me that the New Zealand Government had paid their portion of the subsidy to the owners of the "Tartar."—S.S., 4/2/75.

No. 3.

WILLIAMS, BLANCHARD, & Co., to THE POSTMASTER GENERAL, SYDNEY.

San Francisco,
July 27, 1874.

DEAR SIR,

We despatch the "Tartar" to-morrow for your port on owners' account, she having been withdrawn from the A. & A. line by order of owners in London, who ordered us to send her to China, as charterers owed her a large sum for over-due charter money, &c. As the London mails were arriving here, also Lawrence, Clark, & Co's. through passengers with paid tickets, we suggested to the owners by cable to allow us to despatch the steamer on owners' account; this they have consented to, and we hope that a line run in the interest of your people may ere long be inaugurated which will be reliable, and we shall be glad to co-operate with you in any way in our power, and with our London friends (if the present A. & A. line is to be given up), to whom we have communicated our views, and who, doubtless, would be glad to supply the steamers for an effective mail service between Australia and this port.

Captain Ferris, who is a most admirable officer, and one every way calculated to do his part on such a desirable route, will give you full particulars of matters here.

We have, &c.,
WILLIAMS, BLANCHARD, & CO.

No. 4.

THE POSTMASTER GENERAL, SYDNEY, to WILLIAMS, BLANCHARD, & Co., SAN FRANCISCO.

Sydney, 23 October, 1874.

DEAR SIRS,

I have to acknowledge the receipt of your letter dated the 27th July last, and to thank you for your courtesy in sending the same.

It is confidently believed that mail communication between your port and Sydney will ere long be permanently and regularly established, and in the meantime temporary arrangements will be made to carry on the postal service with the United Kingdom, *via* San Francisco.

I am, &c.,
SAUL SAMUEL.

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No. 5.

SHIPPING CLERK TO SUPERINTENDENT, MAIL BRANCH.

Sydney, 2 September, 1874.

MEMO.—I beg to state that I boarded the R.M.S. "Tartar," from California, at 12.15 p.m., and demanded the mails from the purser, who referred me to the third officer, and he refused to give them up, saying that his instructions from the captain were not to deliver up the mails without his (the captain's) orders. I then waited on the captain, and he hesitated for some time, stating that his instructions from the owners were not to deliver up the mails until he was assured who was to pay for their conveyance from California, as the "Tartar" was no longer a R.M.S., but a private ship.

A. McDONNELL,
Shipping Clerk.

For the Secretary's information.—W.B., 3-9-74. Submitted.—S.H.L., 5-9-74.

No. 6.

MESSRS. SCOTT, HENDERSON, & Co, to POSTMASTER GENERAL.

Sydney, 18 December, 1874.

Sir,

We have the honor to inform you that we are in receipt of a letter from the New York, London, & China Steamship Co. (Ld.), dated London, 30th October, stating that no money has been paid to the Company for the use of their steamships "Tartar" and "Mongol," employed in the Sydney and San Francisco Mail Service, since 4th March last, and requesting us, in the event of any subsidies being due from the Government of this Colony in respect of the service, with the exception of the July voyage from San Francisco to Sydney, to obtain payment of them for the benefit of the Company's ships.

We beg the favour of a reply, informing us whether or not any payments will be made to us on account of the above, and have the honor to remain, &c.,—

SCOTT, HENDERSON, & CO.

No. 7.

SECRETARY, GENERAL POST OFFICE, to MESSRS. SCOTT, HENDERSON, & Co.

General Post Office,

Sydney, 29 December, 1874.

Gentlemen,

I am directed to acknowledge the receipt of your letter, dated the 18th instant, applying, on behalf of the New York, London, and China Steamship Co. (Ld.) for payment of any subsidies which may be due on account of the conveyance of mails between San Francisco and Sydney, by the "Tartar" and "Mongol," with the exception of the July voyage from San Francisco to Sydney.

In reply, I am to inform you that the contractors have long since been paid the full amount due to them.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 8.

GILCHRIST, WATT, & Co., to POSTMASTER GENERAL, SYDNEY.

Sydney, 5 August, 1874.

SIR,

We have the honor to inform you that we are this morning in receipt of a telegram from the owners of the s.s. "Cyphrenes," intimating that the charter money of that ship, at the rate of £1,500 per month, is in arrear for three months, during which period she has been engaged in the postal service of this Colony, in virtue of an agreement dated 27th November, 1873, and, in virtue of the ship being so engaged, certain instalments of money have become due by the Government.

On behalf of the owners of the said ship, we have now to request that the instalments of subsidy due, or to become due, be paid to us to the extent of the unpaid charter money.

We have further to give you notice that the said ship will not be allowed to leave this port again in pursuance of the said agreement of 27th November, 1873, unless security be given for the due performance of the conditions of the charter-party and payment of freight to accrue thereunder.

We have, &c.,
GILCHRIST, WATT, & CO.,
For, and on behalf of Alex. Stephens & Sons,
owners of s.s. "Cyphrenes."

No. 9.

THE HON. JULIUS VOGEL, NEW ZEALAND, to THE HON. H. PARKES, SYDNEY (Telegram), dated August 17th, 1874.

We will send some one up next month with view of conferring with your Government as to steps to be taken to carry out contract. My information from London is that the ship-builder and others would be willing to take up the contract, with some modifications; in the meantime I see no object in endeavouring to patch up the temporary services. We could not make satisfactory connections at Kandavau, and we would prefer not having anything to do with the temporary service, but trust meanwhile to the Suez service.

The Representative we send up will be fully prepared to co-operate with your Government in considering terms for carrying out a permanent service.

No. 10.

THE HONORABLE JULIUS VOGEL, NEW ZEALAND, TO THE COLONIAL SECRETARY, SYDNEY.

Auckland, 18 August, 1874.

SINCE sending your telegram yesterday by way of Melbourne, Mr. M'Cormick of Auckland has communicated to us offer to send "Cyphrenes" to Kandavau. We have reluctantly decided not to accept it, because it seems to us so doubtful what the arrangements may be for transmission from Kandavau that we do not feel justified in sending a mail that way. We are also in difficulty respecting the pecuniary arrangements, since Dr. Featherston, it appears, has undertaken to make payments at home, besides that the contractors have given a lien on all contract money to the Bank, and besides that they have given you an order which we have been compelled to refuse to pay. I see nothing for it but personal communication with you, and I hope we shall be able to arrange a permanent service. Meanwhile I trust you will not consider our action unfriendly. It is far from intended to be so.

JULIUS VOGEL.

No. 11.

THE HONORABLE J. B. WATT, TO THE POSTMASTER GENERAL, SYDNEY.

Sydney, 27 August, 1874.

MY DEAR MR. SAMUEL,

I enclose you copy of correspondence with Mr. Parkes as to employment of "Cyphrenes." In accordance therewith, the captain of the "Cyphrenes" offered his ship to the New Zealand Government, who declined to employ her, as you will see from enclosed copy of telegram from Mr. Vogel to our solicitors in Auckland.

Yours very truly,
JOHN B. WATT.

[Enclosures.]

From Colonial Secretary, Sydney, to The Honorable J. B. Watt, Esq., Sydney.

Sydney, 11 August, 1874.

My dear Mr. Watt,

I am writing to the New Zealand Government. If we arrange for a boat from here on the 29th, could you place the "Cyphrenes" at New Zealand, so as to perfect the service as provided for by contract, if the subsidies are secured?

Yours, &c.,
HENRY PARKES.

The Honorable J. B. Watt, Esq., Sydney, to the Colonial Secretary, Sydney.

Sydney, 11 August, 1874.

My dear Mr. Parkes,

I send copy of your note and my reply to the captain of the "Cyphrenes," and request him to act in accordance.

I hope the A.S.N. Co. will take "Cyphrenes"; in fact I do not see how they can do without her, but their responsibility would only attach from the time the vessel is handed to them here, so they have been careful to impress upon me.

Yours, &c.,
JOHN B. WATT.

The Honorable J. B. Watt, Sydney, to The Colonial Secretary, Sydney.

Sydney, 11 August, 1874.

My dear Mr. Parkes,

If the Government of New South Wales or New Zealand guarantee the payment to "Cyphrenes" of mail money, £1,153 16s. 11d., the "Cyphrenes" will proceed from Auckland down the New Zealand coast to Port Chalmers with the mails; and on being paid, or promised, by either Government the sum due in respect of the outward mail, £1,153 16s. 11d., the ship will proceed with the mails up the New Zealand coast to Auckland, and thence to Kandavau, where she will meet the boat leaving here on her voyage to San Francisco, and at the same time meet the "Macgregor," and will take on board the mails and cargo from "Macgregor" and come here with them,— "Macgregor" proceeding to New Zealand with the mails.

More than this, "Cyphrenes" cannot do without coming here for an overhaul

Yours, &c.,
JOHN B. WATT.

This will ensure payment to "Cyphrenes" of the two payments due in respect of the outward and inward mails conveyed by her. Under her charter she is entitled to be paid these amounts by the Governments.

Telegram from the Honorable Julius Vogel, Wellington, New Zealand, to Mr. J. C. M'Cormick, Auckland.

Wellington, 18 August, 1874.

After considering your telegram, the Government would prefer not making any arrangement for "Cyphrenes." Our indisposition to arrange does not arise from want of desire to co-operate with New South Wales Government, but regular connection with Kandavau seems so uncertain at present that we would not feel justified in sending mails that way; therefore it would be injudicious to enter into arrangements.

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The Colonial Secretary, Sydney, to The Honorable J. B. Watt, Sydney.

My dear Mr. Watt,

I shall send copy of your letter to New Zealand Government by "Hero." Will you instruct accordingly.

If A.S.N. Co. take over temporary contract, they will, it is presumed, take up "Cyphrenes."

Yours, &c.,

HENRY PARKES.

No. 12.

MR. BUYERS, FOR MANAGING DIRECTOR OF THE AUSTRALASIAN AND AMERICAN MAIL STEAMSHIP COMPANY, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

The Australasian and American Mail Steamship Company,
Sydney, 28 August, 1874.

Sir,

I have the honor of enclosing, for the perusal of the Postmaster General, an extract from Messrs. Henderson and Macfarlane's letter of 19th instant, which was handed to me to-day by Captain Wood of the "Cyphrenes."

I have, &c.,

WM. BUYERS,

(For Managing Director.)

Extract from Henderson and Macfarlane's letter, dated 19 August, 1874.

"WE understand that proposals to carry on the service temporarily have been submitted by your Government to ours, and we hope that arrangements for doing so may be completed. The Agent here for the owners of 'Cyphrenes' offered that vessel to the Government to convey mails south and back, and thence to Kandavau, there to meet a steamer which it was supposed your Government would charter for the through trip to San Francisco. The offer was declined, and notice has been given that there will be no outward mail *via* California this month. The Government have arranged for the 'Luna' to convey the 'Tartar's' mails south.

"Trusting soon to hear of the resumption of the service."

[Enclosure.]

Extract from Messrs. Henderson and Macfarlane's letter of 15th August, 1874.

"THE 'Cyphrenes' has returned from Kandavau, and will await arrival of 'Tartar.' We had advices from Mr. Hall, but no change is made in the movements of the steamers."

Extract from Messrs. Henderson and Macfarlane's letter of 17th August.

"CAPTAIN Wood has received instructions from his owners to proceed at once to Sydney. We have requested him in writing to carry out the instructions he received from Mr. Hall, which he declined. She is now advertised to leave for your port to-morrow, and will have only a few passengers."

No. 13.

THE HON. JOHN B. WATT, to THE POSTMASTER GENERAL.

Sydney, 13 August, 1874.

DEAR MR. SAMUEL,

I enclose copy of a telegram sent to-day, with memorandum of cost. Kindly send me cheque, £19 3s. Od., with official guarantee as to payment of subsidy.

Yours, &c.,

JOHN B. WATT.

[Enclosure.]

Telegram, sent 13th August, 1874, from Gilchrist, Sydney, to Watt, London.

THIS Government will pay "Macgregor" subsidy for mail from 'Frisco; New Zealand Government almost certain do same. Advise "Macgregor." Hall disbursed eleven thousand refitting "Macgregor," and urge despatch "Macgregor" with return mails. See Lawrence and Cowper.

No. 14.

GILCHRIST, WATT, & CO., SYDNEY, to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 24 August, 1874.

DEAR SIR,

Referring to Mr. Watt's note of 13th instant, with a copy of telegram sent at the request of the Government to our London house, we have this morning received a message, dated London, 17th August, 6 p.m., to the effect,—“Macgregor proceeds Kandavau, Auckland, Sydney.”

As this is in response to the message we sent, we will thank you to advise the New Zealand Government, so that there may be no difficulty about paying the "Macgregor" at Auckland the subsidy for the trip, and also that the Government there may make the necessary arrangements for taking delivery of the New Zealand mail at Auckland.

We have, &c.,

GILCHRIST, WATT, & CO.

No. 15.

No. 15.

THE SECRETARY, POST OFFICE, SYDNEY, to GILCHRIST, WATT, & Co., SYDNEY.

General Post Office,
Sydney, 27 August, 1874.

GENTLEMEN,

With reference to your letter dated the 24th instant, I am directed to inform you, that as requested therein, the Government of New Zealand has been advised of the s.s. "Macgregor" proceeding from San Francisco to Kandavau, Auckland, and Sydney, relying upon the subsidy for the trip being paid by the Governments of New South Wales and New Zealand respectively.

I am to state, however, that this course of action will not necessarily ensure the payment of the subsidy by the New Zealand Government, as their doing so is a matter over which this Government has no control.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 16.

TELEGRAM from POSTMASTER GENERAL, SYDNEY, to POSTMASTER GENERAL, WELLINGTON, NEW ZEALAND.

(Sent 27th August, 1874.)

OWNERS telegraph through their agents, Gilchrist, Watt, and Company, that they have directed "Macgregor" to proceed from 'Frisco to Kandavau, Auckland, and Sydney, relying upon this and New Zealand Governments paying subsidy for the trip. This Government will pay its portion. "Macgregor" left 'Frisco 17th instant.

No. 17.

GILCHRIST, WATT, & Co., SYDNEY, to THE POSTMASTER GENERAL, SYDNEY.

Sydney 27 August, 1874.

SIR,

We have the honor to acknowledge your letter of this date, which we presume is intended as the undertaking on the part of the New South Wales Government to pay to us, as the Agents for the owners of the "Macgregor," the sum due in respect of the mail conveyed by her, £1,153 16s. 11d., in consideration of which we induced the owner of the "Macgregor" to send that ship on from San Francisco with the mail.

We also rely upon the New South Wales Government using their influence with the New Zealand Government to prevent any difficulties in receiving subsidy due in respect of mails brought on for that Government and delivered at Auckland.

We have, &c.,
GILCHRIST, WATT, & CO.,
As Agents for the Owners
of s.s. "Macgregor."

No. 18.

TELEGRAM from THOMAS RUSSELL, AUCKLAND, to POSTMASTER GENERAL, SYDNEY. Received 18th September, 1874, *via* Melbourne.

The New Zealand Government will pay their share of subsidy for downward trip of "Macgregor."
The "Macgregor" will be first opportunity from hence to Sydney, I hope to go by that vessel

No. 19.

THE SECRETARY, POST OFFICE, SYDNEY, to MESSRS. GILCHRIST WATT, & Co., SYDNEY.

General Post Office,
Sydney, 21 September, 1874.

GENTLEMEN,

With reference to your interview on the 19th instant, for the purpose of making application for payment to you as agents for the owner of the s.s. "Macgregor" of the subsidy due by this Colony and New Zealand for the conveyance of the mails from San Francisco by that vessel, which left there on the 17th ultimo, I am directed to inform you that the contractors for the service *via* San Francisco, having failed to provide a steamer, as required, this Government, in accordance with promised guarantee, will pay to the owner of the "Macgregor," or his authorized agents, the portion of the subsidy payable by this Colony on completion of the present voyage of such vessel from San Francisco.

I am merely to add, that a telegram has been received from Mr. Russell, of New Zealand, stating that that Colony's share will also be paid. ■

I have, &c.,
S. H. LAMBTON.

No. 20.

GILCHRIST, WATT, & Co., SYDNEY, to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 24 September, 1874.

SIR,

We have the honor to enclose voucher for the amount due £1,153 16s. 11d., for the conveyance of mails *per* s.s. "Macgregor," delivered here last night, and we shall be glad to receive the authority necessary for us to obtain payment of the amount from the Treasury.

We have, &c.,
GILCHRIST, WATT, & CO.
Agents for the s.s. "Macgregor."
[Enclosure.]

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[Enclosure.]

The Government of New South Wales,

To Donald R. Macgregor, by his Agents, Gilchrist, Watt, & Co.

To special agreement for conveyance of mails from San Francisco *via* Auckland to Sydney, per s.s. "Macgregor," delivered in Sydney 23rd September, 1874 ...£1,153 16 11

Minute of Postmaster General.

This amount can be paid to Mr. Watt, on either satisfying me that he has authority from the owner to receive this amount, or giving an indemnity against loss to the Government in the event of the owners demanding payment hereafter. In the meantime get money from Treasury.—S.S., 25/9/74.

No. 21.

THE SECRETARY, POST OFFICE, SYDNEY, to MESSRS. GILCHRIST, WATT, & CO., SYDNEY.

General Post Office,

Sydney, 25 September, 1874.

GENTLEMEN,

With reference to your letter, dated the 24th instant, enclosing voucher for £1,153 16s. 11d., the amount due for the conveyance of the mails per s.s. "Macgregor," delivered here on the 23rd idem, I am directed to inform you that the amount in question will be paid to your firm, either on your satisfying the Postmaster General that you have authority from the owner of the vessel in question to receive the same, or giving an indemnity to the Government against loss, in the event of the owner demanding payment hereafter.

I have, &c.,

S. H. LAMBTON.

No. 22.

GILCHRIST, WATT, & CO., AGENTS FOR D. R. MACGREGOR & Co., to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 26 October, 1874.

Sir,

We have the honor to enclose voucher for £1,153 16s. 11d., being the amount of subsidy due for the conveyance, from San Francisco to Sydney, of the mails delivered here per "Mikado" s.s. on 15th instant, and we shall be glad to receive the authority requisite to obtain payment of the amount from the Treasury; and in consideration of the aforesaid amount being paid to us, we hereby guarantee to produce and hand to you D. R. Macgregor's receipt therefor, within six (6) months from this date, or to refund the amount.

We have, &c.,

GILCHRIST, WATT, & CO.,

Agents for D. R. MACGREGOR & Co.

The Government of New South Wales to D. R. Macgregor, by his Agents, Gilchrist, Watt, & Co.

Sydney, 26 October, 1874.

To subsidy for conveyance of mails from San Francisco *via* Auckland to Sydney, per s.s. "Mikado," delivered in Sydney 15th instant—£1,153 16s. 11d.

Minute of the Postmaster General.

The amount of the subsidy for the "Mikado," having been guaranteed by the Government to the owners, may be now paid to the Agents, Messrs. Gilchrist, Watt, & Co.—S.S., 30/10/74.

Amount passed into abstract on printed form and sent to Treasury on 30th instant.—CHAS. N. (Accountant), 30/10/74.

No. 23.

GILCHRIST, WATT, & CO., SYDNEY, to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 18 January, 1875.

Sir,

Referring to our letter of the 25th September last, addressed to you, wherein we undertook to hand you D. R. Macgregor's receipt for £1,153 16s. 11d., to be paid to us (as his Agents) for the conveyance of the mails per s.s. "Macgregor," or to refund that amount if we failed to place you in possession of D. R. Macgregor's receipt, as aforesaid, within six months from the date of our said letter, we have now the honor to enclose D. R. Macgregor's receipt, dated Leith, 19th November, 1874, for £1,153 16s. 11d., received by him from the New South Wales Government, for subsidy due for the conveyance of mails from San Francisco per s.s. "Macgregor," and delivered in Sydney on 23rd September, 1874.

Requesting the favour of an acknowledgment hereof,—

We have, &c.,

GILCHRIST, WATT, & CO.

[Enclosure.]

Leith, 19 November, 1874.

I HEREBY acknowledge to have received from the Government of the Colony of New South Wales the sum of one thousand one hundred and fifty-three pounds sixteen shillings and eleven pence sterling, being subsidy due to me for the conveyance from San Francisco, per s.s. "Macgregor," of the mails delivered in Sydney, New South Wales, on 23rd September, 1874.

DONALD MACGREGOR,

Owner of the s.s. "Macgregor."

£1,153 16s. 11d.

No. 24.

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No. 24.

SECRETARY, GENERAL POST OFFICE, SYDNEY, to GILCHRIST, WATT, & Co., SYDNEY.

General Post Office,
Sydney, 22 January, 1875.

GENTLEMEN,

I am directed to acknowledge the receipt of your letter, dated the 18th instant, enclosing the receipt of D. R. Macgregor & Co. for the sum of £1,153 16s. 11d., being the amount of subsidy paid for the conveyance of the mails from San Francisco, by the s.s. "Macgregor," which arrived in Sydney on 23rd September, 1874.

I have, &c.,
S. H. LAMBTON.

No. 25.

GILCHRIST, WATT, & Co., to THE POSTMASTER GENERAL, SYDNEY.

Sydney, 5 March, 1875.

Sir,

Referring to our letter of 26th October, 1874, addressed to the Honorable Saul Samuel, Postmaster General, Sydney, wherein we undertook to produce, within six months from the date of our said letter, D. R. Macgregor's receipt for the sum of £1,153 16s. 11d., then about to be paid to us as Agents, or failing that, to refund the amount,—we have now the honor to enclose D. R. Macgregor & Co.'s acknowledgment (dated Leith, 24th December, 1874) of having received from the Government of New South Wales £1,153 16s. 11d., being subsidy due to them for the conveyance, *per* s.s. "Mikado," of the mails from San Francisco delivered in Sydney on 15th October, 1874.

We have, &c.,
GILCHRIST, WATT, & Co.,
Agents for D. R. MACGREGOR & Co.,
per JOHN B. CILLILES.

(Original.)

Leith, 24 December, 1874.

We hereby acknowledge to have received from the Government of the Colony of New South Wales the sum of one thousand one hundred and fifty-three pounds sixteen shillings and eleven pence sterling, being subsidy due to us for the conveyance *per* s.s. "Mikado," of the mails from San Francisco delivered in Sydney on 15 October, 1874.

£1,153 16s. 11d. stg.

DONALD R. MACGREGOR & CO.
[Stamp duty.]

No. 26.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 13 August, 1874.

SIR,

Referring to my interview with you this afternoon, I now do myself the honor to confirm the arrangement then made, which is as follows:—

1. That this Company dispatch their steamship "City of Melbourne," or in the event of accident the "City of Adelaide," at noon of the 29th instant, to San Francisco with your mails.
2. The vessel to proceed to San Francisco *via* Auckland or Kandavu (calling at Honolulu), or by way of both ports, if required by your Government, and to return as you may direct.
3. The payment of such service to be at the rate of £3,000 per lunar month of twenty-eight days, and a proportionate rate, say £107 3s. 5d. for every day or part of a day, commencing on the 29th instant and to be continued until the delivery of the return mails from San Francisco here, or in the event of no mails being placed on board the vessel at San Francisco until the arrival of the "City of Melbourne" or "City of Adelaide," as the case may be, at this port.
4. Payment to be made to this Company by the Government of New South Wales, as follows:—£3,000 on the 26th September proximo, and a further sum of £3,000 on the expiration of every lunar month, until completion of the voyage.

I have, &c.,
FRED. H. TROUTON,
Manager.

No. 27.

THE POSTMASTER GENERAL, SYDNEY, to THE MANAGER OF THE AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 14 August, 1874.

DEAR SIR,

Referring to the interview with your Directors and to your letter of this morning [yesterday?], as a formal draft of agreement cannot be sent to you until Monday, I write to tell you what I consider our understanding to be. Your Company is to be paid a subsidy for the steamer "City of Melbourne" to be despatched with the mails to San Francisco, and to return with mails here after remaining at San Francisco a time to be fixed by me, at the rate of £3,000 per lunar month; the voyage to be performed in either direction in thirty days, subject to a penalty of £2 an hour for any period in excess of the thirty days, the days of departure and arrival not to count in calculating penalties.

Yours, &c.,
SAUL SAMUEL.
In

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In addition to the foregoing, the Government to have the option of sending the steamer by way of Auckland or Kandavau; if the former route is chosen, then three (3) days extra to be allowed; if vessel detained by action or order of either this Government or that of New Zealand, time of detention to be allowed.

S.S. (S. SAMUEL.)
F.H.T. (F. H. TROUTON.)

No. 28.

THE CROWN SOLICITOR, SYDNEY, to THE SECRETARY, POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 18 August, 1874.

SIR,

I have the honor to return the papers left with me yesterday, relating to the engagement of the steamship "City of Melbourne" as the mail steamer to San Francisco, and to forward a draft agreement for the perusal of the Honorable the Postmaster General.

You will please return it to me when approved of by the Postmaster General, and I will have a copy made to submit to the Manager of the Australasian Steam Navigation Company.

I have, &c.,
JOHN WILLIAMS.

Submitted, S. H. L. 11-8-74.

No. 29.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY to THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 25 August, 1874.

Sir,

In accordance with our agreement, the "City of Melbourne" has been coaled for the mail service direct to San Francisco; but inasmuch as the course *via* Auckland will require three days additional fuel, and several passengers are seeking conveyance to Fiji, I would feel obliged by your intimating at your earliest convenience the route you intend she should pursue.

I have, &c.,
FRED. PHILLIPS,
Secretary.

After consultation with the Colonial Treasurer, the Attorney General and Crown Solicitor, I deem it advisable that the steamer proceed by way of Kandavau.—Inform. S. S., 26-8-74.

No. 30.

THE SECRETARY, POST OFFICE, SYDNEY, to THE AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 26 August, 1874.

SIR,

With reference to your letter of yesterday's date, I am directed to inform you that the Postmaster General has decided that the "City of Melbourne" shall proceed to San Francisco, *via* Kandavau, on the 29th instant.

Instructions for the guidance of the commander in respect of the mails under his charge will be sent to you to-morrow.

I have, &c.,
S. H. LAMBTON.

No. 31.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, SYDNEY.

General Post Office,
Sydney, 27 August, 1874.

SIR,

Referring to my letter dated the 26th instant, I am directed to transmit herewith, for the guidance of the commander of the s. s. "City of Melbourne," instructions* in respect of the mails to be received and delivered by him on the voyage to and from San Francisco.

I have also to enclose a copy of the Time-table for the San Francisco Mail Service, which you will observe provides for the return mails leaving San Francisco on the 10th October next, but Mr. Samuel directs that the steamer shall leave that port with the return mails from England immediately after their arrival.

In case of need, however, she is to wait a period not exceeding seven (7) days for them; should they not then have arrived, the steamer must return here unless the captain hears they are on the way across the American continent, in which case he would of course wait a reasonable time.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 32.

* Usual formal instructions.

† Extract from published Time-table then in operation.

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No. 32.

THE MANAGER, A. S. N. COMPANY, to THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 27 August, 1874.

SIR,
I am in receipt of draft Agreement for the conveyance of mails by the s.s. "City of Melbourne."

It shall have the first attention of my Board to-morrow—their engagements elsewhere preventing them from earlier taking it into their consideration.

I may state, however, to facilitate matters, that the deed, to my reading, does not provide for payment to the Company beyond 720 hours on either voyage, which in itself would prohibit our accepting it.

I have, &c.,
F. H. TROUTON,
Manager.

No. 33.

THE CROWN SOLICITOR, SYDNEY, to THE SECRETARY TO THE POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 2 September, 1874.

SIR,
I have the honor to forward herewith copy of the agreement with the Australasian Steam Navigation Company for the carriage of the mails to San Francisco, engrossed for signature.

If the Postmaster General will be pleased to peruse same and return it to me, I will send the copies to the Company to be executed.

I have, &c.,
JOHN WILLIAMS.

Submitted—S.H.L., 5/9/74.

Approved—S.S., 8/9/74.

No. 34.

THE SECRETARY TO THE POST OFFICE, SYDNEY, to THE CROWN SOLICITOR, SYDNEY.

General Post Office,
Sydney, 8 September, 1874.

SIR,
With reference to your letter dated the 2nd instant, I am directed to return herewith copy of the agreement with the Australasian Steam Navigation Company for the conveyance of the mails to and from San Francisco, and to state that the Postmaster General has approved of the same.

I have, &c.,
S. H. LAMBTON.

No. 35.

THE CROWN SOLICITOR, SYDNEY, to THE SECRETARY TO THE POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 24 September, 1874.

SIR,
I have the honor to forward herewith agreement, in duplicate, with the Australasian Steam Navigation Company for the carriage from Sydney, on the 29th ultimo, of the mails to San Francisco. Each part has been executed by the Company, and I have to request that you will have the goodness to get the Honorable the Postmaster General to execute each part also. This done, you will please return one part to me for the Company, and retain the other part; this latter will have to be stamped.

I have, &c.,
JOHN WILLIAMS.

No. 36.

SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE CROWN SOLICITOR, SYDNEY.

General Post Office,
Sydney, 25 September, 1874.

SIR,
Adverting to your letter of 24th instant, I am directed to return herewith duplicate agreement with the Australasian Steam Navigation Company, for the carriage from Sydney, on the 29th ultimo, of the mail to San Francisco, which duplicate agreement has been duly executed by the Postmaster General.

I have, &c.,
S. H. LAMBTON.

[Enclosure.]

[Enclosure.]

ARTICLES of Agreement made and entered into this twenty-ninth day of August, in the year of our Lord one thousand eight hundred and seventy-four, between the Australasian Steam Navigation Company (incorporated by Act of Parliament of New South Wales, passed in the fifteenth year of the reign of Her Majesty Queen Victoria), hereunder designated and referred to as "The Company," of the one part, and the Honorable Saul Samuel, the Postmaster General, of the Colony of New South Wales, as such Postmaster General, of the other part :

WITNESS that the Company hereby covenants with the Postmaster General and his successors that the Company shall and will carry and convey, by the steamship "City of Melbourne," all and every Her Majesty's mails which the said Postmaster General shall be desirous of sending, on the twenty-ninth day of this present month of August, from the port of Sydney in the said Colony, to the port of San Francisco in the State of California, by way of Kandavau, with leave to call at Honolulu for the purpose of coaling, and shall carry and convey Her Majesty's mails, if any shall be put on board from the port of San Francisco, upon the return voyage to the port of Sydney, by the way of Kandavau and Honolulu, of the said steamship, upon the terms and conditions following, that is to say :—

1. The Company shall and will have the said steamship the "City of Melbourne" properly furnished and provided with all engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, and all other stores, charts, chronometers, nautical instruments, and whatever else may be requisite for the equipment of the said ship for the said voyage from the port of Sydney to the port of San Francisco by way of Kandavau and Honolulu, and on her return voyage to the port of Sydney aforesaid ; and also manned and provided with a competent and duly qualified master and other officers, and with a sufficient number of engineers and a sufficient crew of able seamen and other men, and prepared and ready in all things to leave her moorings in the port of Sydney and proceed on the voyage from the said port to the port of San Francisco by way of Kandavau, at the hour of twelve of the clock at noon of the said twenty-ninth day of this present month of August.
2. That the said steamship the "City of Melbourne," so equipped and manned as aforesaid, shall receive and take on board all and every Her Majesty's mails which the said Postmaster General shall, on the said twenty-ninth day of this present month of August, place on board the said steamship to be conveyed from the port of Sydney aforesaid to San Francisco aforesaid by way of Kandavau and Honolulu, and shall proceed on her said voyage from the said port of Sydney to San Francisco by way of Kandavau and Honolulu, at such hour on the said twenty-ninth day of August, or at such later date as the said Postmaster General shall appoint.
3. That the said steamship, upon arrival at the port of San Francisco, on her voyage from Sydney as aforesaid, shall remain at the said port for such time as the said Postmaster General shall have appointed in that behalf, and shall apply to the Postmaster at the port of San Francisco, and shall receive from him on board the said steamship all mails required to be sent to the said ports of Sydney and Kandavau, at any time before the day fixed by the said Postmaster General for the departure of the said steamship the "City of Melbourne" on her return voyage to the port of Sydney as aforesaid, and shall carry and convey all such mails in and on board the said steamship, to the said ports of Kandavau and Sydney, and well and safely deliver the same to the proper party at Kandavau and to the said Postmaster General at the General Post Office, in the city of Sydney aforesaid, or to such person as the said Postmaster General may appoint to receive the same upon their arrival in the said port of Sydney.
4. In the term mails, to be carried on the said voyage as aforesaid, all boxes, bags, or parcels of letters, newspapers, books, or printed papers, all other articles transmissible by the post, without regard to the place or places in which they may originate, and all empty bags, empty boxes, and other stores, and articles used and to be used in connection with the said mails, shall be considered to be comprehended.
5. That the Company shall carry and convey the said mails so to be put on board the said steamship the "City of Melbourne" by the said steamship from the port of Sydney, aforesaid, and shall use their best endeavours to deliver the said mails at the Post Office at the port of San Francisco within seven hundred and twenty hours ; and shall carry and convey the mails put on board the said steamship from the port of San Francisco to, and to do their best endeavours to deliver the said mails at the General Post Office, in the city of Sydney, within seven hundred and twenty hours, and such further time as shall be allowed for each of the said voyages if the said steamship shall be required to call at Auckland or shall be detained at Auckland or at Kandavau, as hereinafter mentioned and provided for the Company, receiving payment for the said service at one or other of the rates of payment hereinafter provided, according to the time within which each of the said voyages shall be made and completed, in accordance with the agreement for payment by the Postmaster General to the Company hereinafter written.
6. That the Postmaster General shall have the option of directing the said steamship to call on her outward or return voyage either at the port of Auckland or at Kandavau, but not at both places on the same voyage, and there to receive mails (if any) required to be forwarded by the Postmaster General of New Zealand ; and if the Postmaster General shall so direct the said steamship shall call at either of the said ports, and shall there receive on board all and every mails required to be forwarded by the Postmaster General of New Zealand or his Agent, and carry and convey the same in the like manner as the mails forwarded from the port of Sydney are to be carried, and without further or other charge for conveying the same, the payments hereinafter mentioned covering all charges and claims for the conveyance of mails carried and conveyed under this contract, from what place soever they may be received and at what place soever they may be delivered.
7. If the Postmaster General shall require the said steamship to call at Auckland in place of Kandavau, as aforesaid, a further period of seventy-two hours shall be added to and allowed in the time within which each of the said voyages from Sydney to San Francisco, and the said voyage from San Francisco to Sydney is to be made as hereinbefore provided ; and if the said steamship is detained at Auckland or at Kandavau by the direction of the Postmaster General of the said Colony of New South Wales, or by the Postmaster General of New Zealand, the time of such detention shall also be allowed as added to the time within which the said voyage from the port of Sydney to San Francisco, as aforesaid, is to be made by the same steamship.
8. The said Postmaster General will deliver or cause to be delivered the said mails into the charge and custody of the master of the said steamship the "City of Melbourne," on board his vessel, and the said master shall without any charge other than that hereinafter provided to be paid to the Company, take

take charge and care of, and the Company shall be responsible for the receipt, safe custody, and delivery of the said mails at Kandavau and San Francisco aforesaid. And the said master shall take the usual declaration required upon the delivery of a mail to the master of a vessel, and furnish such returns and perform such usual services in relation thereto as the Postmaster General shall require. And the said master shall immediately upon the arrival of the said steamship at San Francisco as aforesaid, deliver all the said mails into the hands of the Postmaster at San Francisco, or to such other person as the last-mentioned Postmaster shall duly authorize to receive the same. And in like manner, the master receive from the Postmaster General on board the said steamship at San Francisco, and take charge of the mails intended to be forwarded as aforesaid to the Port of Sydney, and make all declarations and sign all receipts for the mails required by the Postmaster at San Francisco.

9. Provided always and it is hereby declared that if, from any accidental damage to the said steamship the "City of Melbourne," the Company are unable to despatch her upon the said voyage, the Company may in her stead despatch the steamship "City of Adelaide," in which event all and every these presents shall be read and considered as if the words the "City of Adelaide" had been written in each and every place in which the words the "City of Melbourne" are written. It being however hereby expressly declared that the foregoing proviso is not to be read or considered in any way as giving the Company the option of sending the steamship "City of Adelaide" in the place and stead of the steamship "City of Melbourne," but only that the Company may do so if prevented from despatching the steamship "City of Melbourne" by accidental damage having been received by her.

10. And in consideration of the performance by the Company of the services hereby agreed upon, the said Postmaster General agrees with the Company that there shall be paid to them the sum of Three thousand pounds for every lunar month of twenty-eight days during which the said steamer shall be absent from Sydney, and a sum after the same rate for any broken period of a lunar month; the first payment to be made on the twenty-sixth day of September next, and thenceafter on the expiration of any lunar month until the return of the said vessel to Sydney, when payment shall be made for any broken period of a lunar month at the rate of one hundred and seven pounds two shillings and ten pence farthing for every day or part of a day. Provided that there shall be deducted from any such payment a sum equal to two pounds per hour for every hour over seven hundred and twenty hours, and the time of any detention, as mentioned in the seventh paragraph, which the vessel shall take in performing the voyages to or from San Francisco by way of Kandavau, if the Postmaster General shall not require her to call at Auckland; and for every hour over seven hundred and ninety-two hours, and the time of any such detention as aforesaid, if the said Postmaster General shall direct her to go or return by way of Auckland, instead of Kandavau; and that there shall be added to any such payment a sum equal to two pounds for every hour under seven hundred and twenty hours or seven hundred and ninety-two hours and the times of any such detentions as aforesaid, as the case may be, which the vessel may take in performing the like voyages. Provided that the days of departure and arrival of the said vessel shall not count in the calculation of penalties or premiums to be paid or received by the said Company, and such payments as aforesaid shall be received by the Company in full compensation for all claims and for all costs and expenses which it may incur or be put unto by reason or on account of all and singular the services hereby contracted to be performed.

11. The act of God, the Queen's enemies, fire and all other damages, accidents, and perils of the seas and navigation, of what nature or kind soever throughout the voyage being excepted.

In witness whereof, the Australasian Steam Navigation Company has caused its common seal to be hereunto affixed. And the said Saul Samuel, as such Postmaster General as aforesaid, hath hereunto set his hand and seal, the day and year first before written.

Signed, sealed, and delivered by the above-named } (L.S.)
Saul Samuel, in the presence of, — } (L.S.) SAUL SAMUEL.
S. H. LAMPTON,
Secretary, Post Office.

No. 37.

THE POSTMASTER GENERAL, SYDNEY, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY.
General Post Office,
Sydney, 5 September, 1874.

SIR,

Referring to our conversation on the subject of the temporary San Francisco Mail Service, I shall be glad if you will inform me in the course of Monday next whether your Company is prepared to take up that service, between Sydney and San Francisco *via* Kandavau; and if so, on what terms and conditions.

I have, &c.,
SAUL SAMUEL.

No. 38.

THE A.S.N. CO. to THE POSTMASTER GENERAL.

Australasian Steam Navigation Co.,
Sydney, 8 September, 1874.

SIR,

I do myself the honor to acknowledge receipt of your letter of the 5th instant, and, referring to the interview of two members of the Board with you yesterday, I beg to inform you that the Company is prepared to dispatch the "City of Adelaide" to San Francisco, *via* Levuka or Kandavau, on the 26th instant, and a return voyage to Sydney, for a remuneration of three thousand three hundred pounds per lunar month, the other terms to be similar to those agreed upon for the "City of Melbourne." As it is requisite that we should communicate at once with the adjoining Colonies, in order to prepare intending passengers, I shall be obliged by your approval, or otherwise, of this proposal by noon to-morrow.

As already verbally explained to you, the "City of Adelaide" is a larger and more expensively worked boat than the "City of Melbourne," hence the necessity for an increase of £300 upon the rate for which the latter was agreed for.

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In the event of acceptance of this offer, the "City of Adelaide" will have to be withdrawn from her regular work on the 16th instant, and will be placed at the disposal of the Government on the 21st idem, from which date the subsidy to commence.

I may also add that the Company is prepared to negotiate with the Government for the remaining portion of the temporary service, as well as to treat for a permanent contract.

I have, &c.,
FRED. PHILLIPS,
Secretary.

No. 39.

THE A.S.N. COMPANY TO THE POSTMASTER GENERAL.

The Australasian Steam Navigation Co.,
Sydney, 10 September, 1874.

SIR,

Referring to the interview which some of the members of my Board had with you this afternoon, on the subject of providing a boat for the dispatch of the present month's mail to San Francisco, I do myself the honor to inform you that my Directors are willing to accept three thousand one hundred and fifty pounds per lunar month for the "City of Adelaide," to commence on the 26th instant; and they reserve to themselves the right to substitute the "Cyphrenes," at the rate of three thousand pounds per lunar month, should the owners be willing to charter her to this Company on the same terms as chartered to Mr. Hall; but in the event of the owners increasing the amount of charter money, the Board will require the Government to divide with them such extra charter money.

The Government to join equally in paying the difference of the expense of the charter money between the date of the commencement of the charter of the "Cyphrenes" and the 26th instant.

Payment at the foregoing rates of three thousand one hundred and fifty pounds and three thousand pounds, as the case may be, to be made to this Company by the Government on the completion of each trip, *i.e.*, on the date of the arrival of the vessel at Sydney and San Francisco respectively.

I have, &c.,
FRED. PHILLIPS,
Secretary.

Write and accept this offer.—S.S., 11/9/74.

Inform Company that "City of Adelaide," or the steamer leaving on 26th instant is to call at Levuka.—S.S., 14/9/74.

No. 40.

THE SECRETARY, GENERAL POST OFFICE, TO THE A.S.N. COMPANY, SYDNEY.

General Post Office,
Sydney, 11 September, 1874.

SIR,

I am directed to acknowledge the receipt of your letter dated the 10th instant, on the subject of providing a boat for the despatch of the present month's mail to San Francisco, in which you state that your Directors are willing to accept £3,150 per lunar month for the "City of Adelaide," to commence on the 26th instant, but reserve to themselves the right to substitute the "Cyphrenes," at the rate of £3,000 per lunar month, should the owners be willing to charter her to your Company, on the same terms as she was chartered to Mr. Hall, and that in the event of the owners increasing the amount of charter money, your Board will require the Government to divide with them such extra charter money, the Government being also bound to join equally in paying the difference of the expense of the charter money between the date of the commencement of the charter of the "Cyphrenes" and the 26th instant, and to make payments to your Company on the dates of the arrival of the vessel at San Francisco and Sydney respectively.

In reply, I am to inform you that the Postmaster General has accepted the offer of your Directors, on the terms and conditions above stated.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 41.

THE SECRETARY, POST OFFICE, SYDNEY, TO THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY SYDNEY.

General Post Office,
Sydney, 15 September, 1874.

SIR,

Adverting to my letter, dated the 11th instant, I am directed to inform you that the Postmaster General has decided that the "City of Adelaide," or the steamer leaving for San Francisco on the 26th idem, is to call at Levuka.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 42.

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No. 42.

THE SECRETARY, GENERAL POST OFFICE, to THE MANAGER OF THE A.S.N. Co.
General Post Office,
Sydney, 25 September, 1874.

SIR,

With reference to my letter, dated the 11th instant, accepting the offer of your Company, contained in your communication of the 10th idem, to provide a boat for the despatch of the present month's mails to San Francisco, I am directed to state that it is understood that, except where otherwise expressed in my letter of the 11th above quoted, the conditions to be observed by your Company with regard to the vessel leaving on the 26th, will be the same as those agreed to in the case of the s.s. "City of Melbourne."

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 43.

THE A. S. N. Co. to THE SECRETARY, GENERAL POST OFFICE.
Australasian Steam Navigation Co.,
Sydney, 28 September, 1874.

SIR,

I have the honor to acknowledge receipt of your letter of yesterday's date, setting forth the conditions upon which the present month's mails between Sydney and San Francisco are dispatched, and in reply beg to inform you that the same has the approval of the Board of Directors.

I enclose herein declaration, duly signed by Captain Wood, of the "Cyphrenes," in regard to the mails.

I have, &c.,
FRED. PHILLIPS,

Submitted.—S.H.L., 28/9/74.
Seen.—S.S., 29/9/74.

No. 44.

THE SECRETARY, GENERAL POST OFFICE, to THE MANAGER, A.S.N. COMPANY, SYDNEY.
General Post Office,
Sydney, 13 October, 1874.

SIR,

I am directed by the Postmaster General to request that you will be so good as to cause instructions to be telegraphed to San Francisco for the s.s. "Cyphrenes" to return to Sydney from that port by way of Auckland.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 45.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE MANAGER, A.S.N. Co.
Sydney, 14 October, 1874.

DEAR SIR,

With reference to my letter of yesterday, requesting that your Company would be good enough to telegraph instructions for the s.s. "Cyphrenes" to return to Sydney from San Francisco, by way of Auckland, of course it is understood that the vessel will call at Auckland *instead of* at Kandavau.

Yours, &c.,
S. H. LAMBTON,
Secretary.

No. 46.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY to THE SECRETARY, GENERAL POST OFFICE,
SYDNEY.
Australasian Steam Navigation Co.,
Sydney, 15 October, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter of the 13th instant, and in reply am directed to enclose a telegram to the Company's Agent at San Francisco, instructing him to return the "Cyphrenes" by way of Auckland as requested, for the purpose of being wired on by your Department, which will obviate the necessity of our applying to the Government for a refund of the cost of the same.

I have, &c.,
FRED. PHILLIPS,
Secretary.

Let telegram be sent at once.—S.H.L., 16/10/74.
Submitted.—S.H.L., 16/10/74.
Approved.—S.S., 23/10/74.

No. 47.

TELEGRAM from THE HON. JULIUS VOGEL, C.M.G., to THE HON. SAUL SAMUEL, C.M.G.
Melbourne Station, 8.49 p.m.,
8 September, 1874.

Mr. RUSSELL is empowered by Government to re-arrange Californian Service. He will leave for Sydney by first steamer from Auckland after 9th September.

No. 48.

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No. 48.

THE MANAGER A.S.N. Co., to THE POSTMASTER GENERAL.

The Australasian Steam Navigation Coy.,
Sydney, 16 September, 1874.

SIR,

Referring to my interview with you this morning, I am now in a position to state that my Board is prepared to despatch a boat monthly from this port to San Francisco, *via* Fiji and Honolulu, for the conveyance of H.M. mails, to commence on the 24th October next, and every four weeks from that date, and to return from San Francisco to this port after a detention of (say) not more than ten days at San Francisco; and to continue said service until the month of December, despatching our last boat on the 19th of December, for the sum of three thousand seven hundred and fifty pounds sterling per trip, each way, to and from San Francisco, payable on advice of arrival at San Francisco and Sydney respectively. This Company to have the privilege of docking the "Cyphrenes" on the same terms as was allowed to the Australasian and American Mail Steam Co.

I am instructed to point out that the withdrawal of New Zealand from this line, and there being no provision nor sufficient continuance of the service to make it worth our while to put on a boat to connect for any passenger connection between the New Zealand ports and Fiji, the Company will lose a large amount of revenue otherwise obtainable from that source.

It must also be borne in mind that the present is the most unfavourable season of the year for passengers travelling; and, in proof of this, we have not booked a single passenger for the steamer leaving 26th September.

As the owners of the "Cyphrenes" require a reply to their offer of charter for the voyage by telegram this afternoon, you will be so good as to intimate, before 4 o'clock p.m., your acceptance or refusal of this offer.

I have, &c.,
FRED. H. TROUTON,
Manager.

No. 49.

THE MANAGER, A.S.N. Co., to THE POSTMASTER GENERAL.

The Australasian Steam Navigation Co.,
Sydney, 29 September, 1874.

SIR,

Referring to your verbal request that this Company should inform you on what terms they would be prepared to carry on the temporary San Francisco mail service until December next, as it was contracted for by Mr. H. H. Hall, I have the honor to say, in reply, that at so short a notice we are not in a position to do so; nevertheless, we are prepared to carry out a service *via* Fiji, upon terms as intimated to you, or, at the option of the Government, would be willing to substitute Auckland as the port of call, in place of the latter port, and on conditions similar to those of the "City of Melbourne."

I have, &c.,
FRED. H. TROUTON,
Manager.

No. 50.

THE POSTMASTER GENERAL, SYDNEY, AND REPRESENTATIVES OF THE COLONY OF NEW ZEALAND, to the
CHAIRMAN AND DIRECTORS OF THE AUSTRALASIAN STEAM NAVIGATION COMPANY.

Sydney, 6 October, 1874.

GENTLEMEN,

Referring to your letter of 16th September, addressed to the Postmaster General of New South Wales, offering to perform a mail service from Sydney to San Francisco *via* Fiji and Honolulu, for the three months ending December, 1874, on the terms set out therein, and to our interview this morning with your Manager, we have the honor to state that we are prepared to agree to your proposal, subject to the following modifications:—The time of detention at San Francisco, if needed, to be twelve instead of ten days, the port of call to be Auckland instead of Fiji, and the boats to be employed (as more fitted for the service) to be the "Macgregor," "Mikado," and "Cyphrenes."

Presuming that you will agree to the foregoing modifications, or rather interpretations of your proposal, we shall feel obliged if you will state the terms on which you will, with the same or superior vessels, continue the service for a further period of three months, or longer at our option.

We have, &c.,
SAUL SAMUEL,
For the Government of New South Wales.
THOS. RUSSELL,
For the Government of New Zealand.

No. 51.

THE MANAGER A.S.N. Co., to THE POSTMASTER GENERAL, representing the Government of New
South Wales, and MR. THOMAS RUSSELL, representing the Government of New Zealand.Australasian Steam Navigation Co.,
Sydney, 8 October, 1874.

GENTLEMEN,

I am directed by the Board of Directors of this Company to say, in reply to your letter of the 6th instant, that they are willing to accept the modifications of their offer of the 16th ultimo proposed by you, provided that the ships you name come into their hands. For we may explain that, though we have conditionally chartered the said ships, with a view to employ them in this service, yet two of them are yet
at

at sea; and provided also that, as respects the "Mikado," you be willing to pay an extra sum of £250 per trip, seeing that the employment of this ship will involve the Company in extra expenses to double this amount.

As regards the continuation of the service for a further period of three months, the Company will be happy to meet your wishes, provided they can secure the use of the ships you have mentioned, with a view to which they are now in treaty with the Agents of their owners.

It will, of course, be understood, that the ships employed in this service will be placed on the same footing, as regards port charges, docking, &c., &c., as those of the former contractor were on.

I have, &c.,

FRED. H. TROUTON,
Manager.

No. 52.

THE POSTMASTER GENERAL OF NEW SOUTH WALES AND THE REPRESENTATIVE OF NEW ZEALAND TO THE
CHAIRMAN AND DIRECTORS OF THE AUSTRALASIAN STEAM NAVIGATION COMPANY.

Sydney, 12 October, 1874.

GENTLEMEN,

We have the honor to acknowledge the receipt of your letter of the 8th instant, respecting the continuance of the temporary mail service by your Company for three months, between Sydney, New Zealand, and San Francisco. You make two new provisions in the terms of arrangement, to which we wish to refer before a final settlement of it.

You accept our proposals, provided that the ships named come into your hands (two of them being yet at sea). Will you oblige us by stating whether you mean that if the ships referred to should be lost, you are not to substitute other vessels for them.

2. The provision for an extra £250 per trip for the "Mikado," we regret to find made by you, and we hope on reconsideration your Board will withdraw it.

Should satisfactory replies be given on these two points, we shall be prepared at once to conclude an arrangement with you for the three months ending December, 1874.

Respecting a continuance of the service beyond December, 1874, we now make to you the following propositions (details to be hereafter arranged):—

1. The service to be from Sydney to Auckland and Honolulu, returning by the same route.
2. A boat to be despatched every month.
3. The "Mikado," "Macgregor," and "Cyphrenes," to be continued in the service,—if either of them be lost to be replaced by the most suitable boat to be obtained.
4. The service to be for nine (9) round voyages, beginning with one in January, 1875, subject to the provision that the Governments may put an end to the service at any time after the despatch of the April boat, by giving notice before the sailing of the March or previous boat of their wish to end the service by the despatch of the April or following boat. And so on, in like manner, in respect to the despatch of each succeeding boat, the notice to be given before the sailing of the boat preceding that with which the Government mean to determine the contract.
5. The price to be £6,500 for each round trip.
6. If these terms are agreed to, a contract to be prepared and signed.

We have, &c.,

SAUL SAMUEL,
For the Government of New South Wales.
THOMAS RUSSELL,
For the Government of New Zealand.

No. 53.

THE MANAGER, A.S.N. COMPANY, to THE POSTMASTER GENERAL, representing the Government of New South Wales, and MR. RUSSELL, representing the Government of New Zealand.

Australasian Steam Navigation Company,
Sydney, 13 October, 1874.

GENTLEMEN,

I do myself the honor, under instructions from the Board of Directors, to acknowledge receipt of your letter of yesterday's date, which was considered by them at to-day's sitting; and as the Board concur in thinking the rate asked for the "Mikado" too high, which you are aware is the cause of the Company asking the Government to divide the same with them, they are seeking a reduction from the owners in the amount, as, although extremely anxious to keep up the service, the Directors fail to see any profit whatever, but on the contrary, loss, in the employment of that vessel at such an extreme rate.

I am to add, that the moment a communication reaches the Company from the owners, your letter will again have the careful consideration of my Board.

I have, &c.,

FRED. H. TROUTON,
Manager.

No. 54.

THE MANAGER, A.S.N. COMPANY, to THE POSTMASTER GENERAL, representing the Government of New South Wales, and MR. THOMAS RUSSELL, representing the Government of New Zealand.

Australasian Steam Navigation Company,
Sydney, 15 October, 1874.

GENTLEMEN,

I do myself the honor to inform you that your letter of the 12th instant has had the further consideration of my Board of Directors, by whom I am instructed to say that, in the event of either of the vessels which you name not coming into the Company's hands, they are willing to provide a substitute from their own fleet, at the rate of three thousand pounds per lunar month. With

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With regard to the continuance of the service beyond December, the Board will be in a position to deal with the matter immediately that they receive a reply by telegram, from the owners of the steamers, to their inquiry respecting an extension of the charters.

I have, &c.,
FRED. H. TROUTON.
Manager.

No. 55.

MEMO OF MR. T. RUSSELL.

THE AUSTRALASIAN STEAM NAVIGATION to despatch the "Macgregor" on 24th October, from Sydney to Auckland, Honolulu, and 'Frisco, returning by same route.

"Mikado,"—November.

"Cyphrenes,"—December.

Price £7,500.
£7,000.

£7,700.
£7,600.

If either of the vessels cannot go, Company to send another suitable boat in lieu, receiving £3,000 per lunar month from day of sailing to date of return.

Twelve days in 'Frisco for mail.

Contract with the two Governments of New South Wales and New Zealand.

No. 56.

THE SECRETARY, GENERAL POST OFFICE, to THE CROWN SOLICITOR, SYDNEY.

AGREEMENT to be prepared between A. S. N. Company and Mr. Samuel on behalf of Government of New South Wales, and Mr. Russell on behalf of Government of New Zealand, based upon the correspondence between those gentlemen and the Company, which is hereto attached.

The Company agree to despatch the "Macgregor" on the 24th October, the "Mikado" on the November, and the "Cyphrenes" on the December, the steamers to go *via* Auckland and Honolulu, and to return by same route. Payments to be as follows:—For the trip there and back, £7,500; for the "Mikado" £7,750, and for the "Cyphrenes" £7,500—half the amount to be paid in Sydney at the Treasury, and the other half in New Zealand.

The detention at San Francisco not to exceed twelve days; time occupied between Sydney and San Francisco, thirty-three days (792 hours), including stoppages. Same on return. Stay at Auckland on the outward trip not to exceed twenty-four hours, returning only to stay at Auckland for sufficient time to land mails.

If either of boats named cannot go from Sydney, Company to send another suitable vessel, to be approved of by the Postmaster General of New South Wales, such boat to receive £3,000 per lunar month from day of sailing to date of return.

Company to receive, on information by telegraph of arrival of steamer at San Francisco, one-half the amount payable per round trip, namely £3,750 in case of "Macgregor" and "Cyphrenes," and £3,875 in case of "Mikado."

The general conditions to be the same as those in the case of the "City of Melbourne," contract for which is attached.

The three steamers named to have the use of the Fitz Roy Dock on completion of last voyage, and no charge to be made for pilotage, light-house tonnage, or harbour dues, in accordance with the provisions of 22nd clause of the Temporary Contract with Hall and Forbes herewith.

List of papers accompanying this memo.—

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|---|-------------|
| 1. Letter from A. S. N. Company, dated 16th September. | See No. 48. |
| 2. " " " " " 29th September. | " 49. |
| 3. Copy of a letter from Mr. Samuel and Mr. Russell to A. S. N. Company, dated 6th October. | " 50. |
| 4. Letter from A. S. N. Company, dated 8th October. | " 51. |
| 5. Copy of letter, Messrs. Samuel and Russell, to A. S. N. Company, dated 12th October. | " 52. |
| 6. Letter from A. S. N. Company, dated 13th October. | " 53. |
| 7. " " " " " " dated 15th October. | " 54. |
| 8. Mr. Russell's memo. | " 55. |

Original Contract with Company for "City of Melbourne." Memo. " 38.

Copy of Temporary Contract with Hall and Forbes.—[Already laid before Parliament and ordered to be printed on the 28th January, 1874.]

S. H. L., 16/10/74.

No. 57.

THE CROWN SOLICITOR, SYDNEY, to THE SECRETARY, G.P.O., SYDNEY.

Crown Solicitor's Office,
Sydney, 17 October, 1874.

SIR,

I have the honor to return herewith the papers (received by me yesterday afternoon), as instructions to prepare an agreement between the Australasian Steam Navigation Company and the Governments of New South Wales and New Zealand for the conveyance of the mails to San Francisco, by way of Auckland and Honolulu, for the months of October, November, and December, 1874, and I forward herewith a draft form of agreement for your perusal.

I have inserted clauses in the draft to meet all the stipulations which you require, so far as I am able to collect them from the papers, but the instructions sent to me are so very general in terms that it will require very careful revision by you before it is forwarded to the A. S. N. Company for perusal.

I do not know whether it is intended that a mail shall be made up for Honolulu: there is no provision to that effect in the draft.

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It will be necessary that you should look particularly to the provision with respect to the payments to be made to the Company. As I understand the arrangement, one-half of such payment is to be made by the Government of New Zealand to the Company, the other half being paid here.

The agreement with Messrs. Hall and Forbes, a copy of which you forwarded to me with the other papers, was entered into by Mr. Samuel as Postmaster General of New South Wales, and Mr. Vogel as Postmaster General of New Zealand, and I have therefore made them parties to the present agreement. I notice the agreement with Hall & Co. was signed by Mr. Russell as the attorney for Mr. Vogel. I suppose Mr. Russell held a power of attorney, or in some way satisfied the attorney for Messrs. Hall and Forbes that he was authorized to act as Mr. Vogel's attorney, but the papers sent to me afford no information upon this head.

When the Postmaster General and Mr. Russell, on behalf of the New Zealand Government, have perused and made such alterations in the draft as they may think necessary, if you will return it to me, I will have a fair copy made of it as altered for you to forward to the A. S. N. Company.

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

No. 58.

THE SECRETARY, GENERAL POST OFFICE, to THE CROWN SOLICITOR.

General Post Office,
Sydney, 2^d October, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter, dated the 17th instant, forwarding draft form of agreement between the Australasian Steam Navigation Company and the Governments of New South Wales and New Zealand, for the conveyance of mails to San Francisco, by way of Auckland and Honolulu, and am directed by Mr. Samuel to state that the same has been approved by Mr. Russell and himself, with the exception of the omission to provide for the Honolulu mails.

I return the draft herewith, and am to request that you will please submit an amended form at your earliest convenience, to be forwarded to the Company.

I have, &c.,

S. H. LAMBTON,
Secretary.

No. 59.

THE MANAGER, A.S.N. CO., to THE POSTMASTER GENERAL, representing the Government of New South Wales, and MR. RUSSELL, representing the Government of New Zealand.

Australasian Steam Navigation Company,
Sydney, 20 October, 1874.

GENTLEMEN,

I do myself the honor to inform you that the Agents of the owners of the "Mikado," are pressing for an answer to their offer to charter that ship to the Company, and intimate that they may, in the interim, receive other instructions from Home which will prevent our securing that steamer; but until the Directors are favoured with a reply to the letter which I addressed you, under date of 8th instant, they are unable to give the required answer; I would therefore beg leave to be at once informed of your decision upon the offer contained in that letter.

I have, &c.,

FRED. TROUTON,
Manager.

No. 60.

THE POSTMASTER GENERAL AND MR. THOMAS RUSSELL to THE MANAGER, A.S.N. Co.

General Post Office,
Sydney, 21 October, 1874.

SIR,

Referring to the correspondence relative to the continuance of the Californian Mail Service, for October, November, and December, 1874, we beg to say that we accept the proposals contained in that correspondence.

A contract based on the correspondence has been drafted, and will be submitted to your Company forthwith.

We have, &c.,

SAUL SAMUEL,
THOMAS RUSSELL.

No. 61.

THE SECRETARY, A.S.N. Co., to THE SECRETARY, G.P.O.

Australasian Steam Navigation Company,
Sydney, 22 October, 1874.

SIR,

I do myself the honor to acknowledge receipt of your letter of the *20th instant, covering instructions for the commander of the "Macgregor" in respect to the mails, which will be duly handed to him and his compliance thereto requested. I am, however, directed to say that, should the vessel require to be detained at San Francisco, awaiting the mails, beyond the stipulated time of twelve days, it

* Usual formal letter of instructions to Commanders.

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is understood that the Company are to receive a proportionate increase over the subsidy money of £3,750 per trip, which would be equivalent to £104 3s. 4d. per day or part of a day for any detention in excess of the twelve days as above.

I am also to add that, in the event of arrangements being concluded with the Company for continuing the service beyond December next, a delay at San Francisco over the twelve days may imperil the despatch of the boats every twenty-eight days.

I have, &c.,
FRED. PHILLIPS,
Secretary.

No. 62.

THE CROWN SOLICITOR, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 22 October, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter of yesterday's date, returning the draft agreement with the Australasian Steam Navigation Company for the mail service to San Francisco for the months of October, November, and December, 1874, and to forward a copy of the agreement altered to meet the suggestions in your letter.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

Submitted.—Shall the documents be now forwarded to the Company, as promised in letter of yesterday?—S.H.L., 22/10/74.

Yes.—S.S., 23/10/74.

No. 63.

AUSTRALASIAN STEAM NAVIGATION COMPANY to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 23 October, 1874.

DEAR SIR,

The Board meet to-day, and if you can make it convenient to forward by the bearer the draft agreement in reference to the San Francisco Service, referred to in the letter of the 21st instant, from the Hon. the Postmaster General and Hon. Thos. Russell, they would be glad to have it before them.

Yours, &c.,
FRED. PHILLIPS,
Secretary.

No. 64.

THE SECRETARY, GENERAL POST OFFICE, to THE MANAGER, A.S.N. CO.

General Post Office,
Sydney, 23 October, 1874.

SIR,

I am directed to enclose herewith, for submission to your Directors, the draft agreement for the conveyance of mails to and from San Francisco, for the months of October, November, and December, 1874, by the Australasian Steam Navigation Company, on account of the Governments of this Colony and New Zealand.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 65.

THE A.S.N. CO. to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australian Steam Navigation Company,
Sydney, 24 October, 1874.

SIR,

I have the honor to acknowledge receipt of your letter of yesterday's date, covering draft agreement for the San Francisco Mail Service until December next, and am directed to say that, upon cursorily looking through the same, it appears to differ very materially from the conditions embodied in the correspondence which has passed on the subject; and as there is little prospect, at this late hour, of definitely arranging the matter, that, failing a mutually satisfactory settlement of the agreement, it is to be understood that the "Maegregor," leaving to-day, proceeds under the terms and conditions conveyed to the Honorable the Postmaster General in the Manager's letter of 16th September ultimo, substituting Auckland for Fiji.

I have, &c.,
FRED. PHILLIPS,
Secretary.

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No. 66.

THE SECRETARY, GENERAL POST OFFICE, TO THE MANAGER OF THE A.S.N. CO.

General Post Office,
Sydney, 27 October, 1874.

SIR,

With reference to your letter, dated the 24th instant, respecting the draft agreement with your Company for the conveyance of the mails to and from San Francisco and Sydney until December next, I am directed to state that the Postmaster General will be glad if you will inform him what are the provisions in the draft contract, transmitted to you on the 23rd idem, to which your Directors object.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 67.

THE POSTMASTER GENERAL TO THE CHAIRMAN AND DIRECTORS A.S.N. CO.

General Post Office,
Sydney, 27 October, 1874.

GENTLEMEN,

Referring to the letter addressed to you by myself and Mr. Russell, on the 12th instant, respectively, on behalf of the Government of this Colony and New Zealand, I have the honor to request that you will be so good as to state whether you accede to the terms therein offered for the continuance of the Mail Service to and from San Francisco beyond the month of December next. If not, I shall be glad to know on what terms you will continue the service, say for a further period of six months.

I have, &c.,
SAUL SAMUEL.

No. 68.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 28 October, 1874.

SIR,

Referring to your letter of the 27th instant, I do myself the honor to return herewith the draft agreement for the conveyance of mails between Sydney and San Francisco, upon the margin whereof are noted the clauses which do not appear to the Board in accordance with the correspondence which has passed between us on the subject.

I have, &c.,
FRED. PHILLIPS,
Secretary.

MEMO.—The agreement referred to was never executed; the three months service for which it was intended to provide was continued and completed in terms of the correspondence.

No. 69.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY

Australasian Steam Navigation Company,
Sydney, 20 November, 1874.

SIR,

I have had the honor to receive your letter of yesterday's* date, enclosing instructions for the commander of the "Mikado" in respect to the mails to be conveyed by that vessel, to which his adherence will be requested.

Should it be necessary to delay the "Mikado" at San Francisco for the mails beyond the stipulated time of twelve days, I beg leave to say that it is to be understood the Company are to receive from the Government a proportionate increase over the subsidy money of £4,000 per trip, which would be equivalent to £111 2s. 3d. for every day or part of a day which she may be detained in excess of the agreed twelve days.

I have, &c.,
pro Manager,
FRED. PHILLIPS, Secretary.

Acknowledge receipt.—S.S., 20/11/74.

* Usual formal letter of instructions to Commanders.

No. 70.

THE SECRETARY, GENERAL POST OFFICE, TO AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 20 November, 1874.

SIR,

I am directed to acknowledge the receipt of your letter of this date, in reply to mine of yesterday, which conveyed to you instructions for the commander of the "Mikado," in respect of the mails to be received and delivered by him, and stating the understanding that the Company are to receive a proportionate increase over the subsidy money of £4,000 per trip, in the event of it being necessary to delay the vessel at San Francisco in order to obtain the mails beyond the stipulated time of twelve days.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 71.

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No. 71.

MINUTE OF POSTMASTER GENERAL RELATIVE TO CERTAIN ALTERATIONS OF TIME TABLE WHICH HAD BEEN DISCUSSED BETWEEN HIMSELF AND MR. RUSSELL.

TELEGRAPH to Postmaster General, New Zealand, that we find it impossible to arrange at present for an alteration of time of departure of San Francisco mail steamer from Sydney, and that the "Cyphrenes" is advertised to leave here on the 19th December.

S.S., 25/11/74.

No. 72.

TELEGRAM, DATED 25 NOVEMBER, 1875, from THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to SECRETARY, GENERAL POST OFFICE, WELLINGTON, NEW ZEALAND.

It is found impossible to arrange at present for alteration of time of departure of 'Frisco mail steamer from Sydney. "Cyphrenes" is advertised to leave here 19th proximo.

No. 73.

TELEGRAM, DATED 1 DECEMBER, 1874, from THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, N.Z.

"CYPHRENES" having left 'Frisco nearly three days late, and being slowest of the steamers employed, Postmaster General, after consultation with contractors, finds it quite impossible for her to leave 19th instant. Departure, therefore, postponed till 22nd.

S. H. LAMBTON,
Secretary.

No. 74.

THE SECRETARY, GENERAL POST OFFICE, to THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, N.Z.

General Post Office,
Sydney, 1 December, 1874.

SIR,

Adverting to my telegram, dated the 25th ultimo (copy herewith), I am directed to inform you that the "Cyphrenes" having left San Francisco nearly three days behind time, and being the slowest of the three steamers employed on the present temporary service, the Postmaster General finds, after consultation with the contractors, that it will be quite impossible for her to leave on the advertised day, viz., the 19th instant.

Mr. Samuel has, therefore, thought it best at once to postpone the departure until Tuesday, the 22nd idem.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 75.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 11 December, 1874.

SIR,

The steamer "Cyphrenes" having been delayed at San Francisco for three days beyond the contemplated time of departure, I do myself the honor to request that the Postmaster General may be pleased to grant a similar extension for her departure from Sydney during the present month.

I have, &c.,
FRED. PHILLIPS,
Secretary.

No. 76.

THE SECRETARY, GENERAL POST OFFICE, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 11 December, 1874.

SIR,

With reference to your letter of this date, I am directed to inform you that the Postmaster General has sanctioned the postponement of the departure of the "Cyphrenes" until the 22nd instant.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 77.

THE POSTMASTER GENERAL, NEW SOUTH WALES, and the REPRESENTATIVE OF THE GOVERNMENT OF NEW ZEALAND, to the AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 12 October, 1874.

GENTLEMEN,

We have the honor to acknowledge the receipt of your letter of the 8th instant, respecting the continuance of the temporary mail service by your Company for three months, between Sydney, New Zealand, and San Francisco. You make two new provisions in the terms of arrangement to which we wish to refer before a final settlement of it.

See No. 1.

1. You accept our proposals, provided that the ships named come into your hands (two of them being yet at sea). Will you oblige us by stating whether you mean that if the ships referred to should be lost you are not to substitute other vessels for them?

2. The provision for an extra £250 per trip for the "Mikado" we regret to find made by you, and we hope on re-consideration your Board will withdraw it.

Should satisfactory replies be given on these two points, we shall be prepared at once to conclude an arrangement with you for the three months ending December, 1874.

Respecting a continuance of the service beyond December, 1874, we now make to you the following propositions, details to be hereafter arranged:—

1. The service to be from Sydney to Auckland and Honolulu, returning by the same route.
2. A boat to be despatched every month.
3. The "Mikado," "Macgregor," and "Cyphreus," to be continued in the service; if either of them be lost to be replaced by the most suitable boat to be obtained.

4. The service to be for nine (9) round voyages, beginning with one in January, 1875, subject to the provision that the Government may put an end to the service at any time after the despatch of the April boat, by giving notice, before the sailing of the March or previous boat, of their wish to end the service by the despatch of the April or following boat, and so on in like manner, in respect to the despatch of each succeeding boat, the notice to be given before the sailing of the boat preceding that with which the Governments mean to determine the contract.

5. The price to be £6,500 for each round trip.

6. If these terms are agreed to a contract to be prepared and signed.

We have, &c.,
SAUL SAMUEL,
For the Government of New South Wales.
THOMAS RUSSELL,
For the Government of New Zealand.

No. 78.

THE REPRESENTATIVE OF THE GOVERNMENT OF NEW ZEALAND TO THE POSTMASTER GENERAL, SYDNEY.
Sydney, 24 October, 1874.

SIR,

As it is not possible to get the contract with the A.S.N. Company for the interim service signed before I leave Sydney, I shall feel obliged if you will sign it for me, on behalf of the Government of New Zealand. The terms of it are all agreed upon as set forth in the official correspondence.

I shall be further obliged if you will also arrange for the continuance of the service from January to June, 1875. The A.S.N. Company want a continuance of the contract at £7,500 per round trip; but I hope it may not be necessary to give them this high price, but that they will accept our offer of £6,500 per trip, and failing this that Mr. Watt will be persuaded to take it up at that price.

Nevertheless, if necessary, we must fall back upon the A.S.N. Company's offer, in which case I authorize you to accept that Company's offer, and to sign the contract for the Government of New Zealand.

I have, &c.,
THOMAS RUSSELL.

No. 79.

THE POSTMASTER GENERAL, SYDNEY, TO THE CHAIRMAN AND DIRECTORS, AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 27 October, 1874.

GENTLEMEN,

Referring to the letter addressed to you by myself and Mr. Russell on the 12th instant, respectively, on behalf of the Government of this Colony and New Zealand, I have the honor to request, that you will be so good as to state whether you accede to the terms therein offered for the continuance of the mail service to and from San Francisco beyond the month of December next. If not I shall be glad to know on what terms you will continue the service, say, for a further period of six months?

I have, &c.,
SAUL SAMUEL.

No. 80.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, TO THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company.
Sydney, 28 October, 1874.

SIR,

I have the honor to acknowledge receipt of your letter of the 27th instant, and in reply beg to say that the communication from yourself and Mr. Russell, under date of 12th idem, is engaging the attention of my Board, who trust, shortly, to be able to give you a definite answer thereto.

I have, &c.,
FRED. H. TROUTON,
Manager.

Seen.—S.S., 29/10/74.

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No. 81.

THE POSTMASTER GENERAL, SYDNEY, to THE CHAIRMAN AND DIRECTORS, AUSTRALASIAN STEAM NAVIGATION COMPANY, SYDNEY.

General Post Office,
Sydney, 30 October, 1874.

GENTLEMEN,

With reference to your letter, dated the 28th instant, I have the honor to state that it is desirable that some definite reply regarding the extension of the temporary service beyond December next, should be sent to me before the 5th proximo, in order that time may be afforded to permit of other arrangements being made, if your terms are such as cannot be accepted.

I have, &c.,
SAUL SAMUEL.

No. 82.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 31 October, 1874.

SIR,

In further reference to your letter of the 27th instant, I do myself the honor, under direction of the Board, to inform you that they are prepared to offer to perform the service for six months from 1st January next, if they can procure the boats named, for which I beg to say they are now in negotiation.

I have, &c.,
WM. WILLIAMS,
Assistant Manager.

Read.—S.S., 2/11/74.

No. 83.

THE PRINCIPAL UNDER SECRETARY, SYDNEY, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, SYDNEY.

Colonial Secretary's Office,
Sydney, 2 November, 1874.

SIR,

I am directed by the Colonial Secretary, to acknowledge the receipt of your letter of the 30th ultimo, enclosing letter of the 2nd ultimo, from your Secretary to the Postmaster General, which at the suggestion of Mr. Samuel, and Mr. Russell of New Zealand, concurred in by Mr. Parkes, was withdrawn by you.

2. Your letter, with its enclosure, is respectfully returned, as not having been addressed, presumably from inadvertence, to the proper Department.

3. As the Colonial Secretary was, however, present when the letter of the 2nd ultimo was withdrawn, he is in a position to say that its withdrawal was insisted upon by Mr. Samuel and Mr. Russell, not merely on account of its tone of discourtesy, but because it attributed confusion and irregularity to the negotiations between your Directors and them, which so far as they were concerned, they were not prepared to admit, had any existence.

4. The letter itself having been actually withdrawn fully three weeks ago, cannot now be further dealt with, and Mr. Parkes is at a loss to understand why time should be fruitlessly consumed in attempting to re-invest it with an importance which it does not possess. It was of no consequence whatever to the Government whether the letter was withdrawn or not, and its withdrawal was only sought with the hope of preventing any unnecessary misunderstanding or unpleasantness with your directors.

5. Mr. Parkes would beg permission to suggest to the directors that the business of the Company with this Government would very probably be improved in tone, precision, and despatch if they could see their way to entrust it to their chairman, or to their manager, as the Company's responsible representative.

I have, &c.,
HENRY HALLORAN.

No. 84.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 4 November, 1874.

SIR,

In reply to your letter of the 30th ultimo, I do myself the honor, under direction of the Board, to say that the Company have procured the despatch of a telegram to London in respect to the re-charter of the vessels named, and as yet have received no answer. After receipt of a reply, we will communicate with you as early as possible on the subject of your letter.

I have, &c.,
FRED. H. TROUTON,
Manager.

No. 85.

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No. 85.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY TO THE POSTMASTER GENERAL, SYDNEY,
AND THE REPRESENTATIVE OF THE GOVERNMENT OF NEW ZEALAND, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 6 November, 1874.

GENTLEMEN,

In reply to your letter of the 12th ultimo, I do myself the honor, by direction of the Board, to inform you that in consequence of the altered conditions and increased price required for the charter of the "Mikado," "Macgregor," and "Cyphrenes" by the owners, this Company is not in a position to perform the San Francisco mail service into 1875 with those vessels, but they are prepared to make an offer to do the service with the Company's own boats, and such others as they can procure.

I have, &c.,
FRED. H. TROUTON,
Manager.

No. 86.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, TO THE MANAGER, AUSTRALASIAN STEAM NAVIGATION
COMPANY, SYDNEY.

General Post Office,
Sydney, 7 November, 1874.

SIR,

With reference to your letter, dated the 6th instant, I am directed to request that you will be good enough to state, as early as possible, on what terms your Board are prepared to convey the San Francisco mails with your Company's own boats, and such others as you can procure, and to name the vessels it is proposed to employ.

I have, &c.,
JAS. DALGARNO,
For Secretary.

No. 87.

THE POSTMASTER GENERAL, SYDNEY, TO THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 11 November, 1874.

MY DEAR SIR,

I find there is a steamer leaving Melbourne for New Zealand to-morrow. I must therefore have a reply to the letter from this Department, addressed to you on the 7th instant, relative to the extension of the temporary service, in the course of the day. I imagine you will have no difficulty in complying with this request, as the letter has been in your hands some days, and would, of course, have received the consideration of your Board, which met yesterday.

Yours faithfully,
SAUL SAMUEL.

No. 88.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, TO THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 12 November, 1874.

SIR,

I have the honor to acknowledge your favor of yesterday's date, asking a reply to yours of the 7th instant, that you might communicate the same to New Zealand.

In reply, I regret that I will not be able to get the views of my Board on the matter till to-morrow, when an early reply will be sent you; and to meet the difficulty of communicating with New Zealand, I shall detain the "Wonga Wonga" for your letter on the subject, which will enable you to reach your correspondent at an earlier period than *via* Melbourne.

I have, &c.,
FRED. H. TROUTON.

No. 89.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, SYDNEY, TO THE POSTMASTER GENERAL,
SYDNEY.

Australasian Steam Navigation Company,
Sydney, 13 November, 1874.

SIR,

In reply to your letters of the 7th and 11th instant, I do myself the honor, under instructions from the Board of Directors, to say that for a sum of three thousand seven hundred and fifty pounds, *stg.* (£3,750) per trip hence to San Francisco, and a like sum for the return voyage to Sydney, without penalties, the Company are prepared to perform the service for the time required, with the boats now employed in it, *viz.*, the "Cyphrenes," "Macgregor," and "Mikado," if these can be chartered at rates slightly below those at which they are at present engaged by us, or if obtainable, with other suitable boats.

Failing

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Failing which the Company will undertake the service with their own boats, viz, "City of Melbourne," "City of Adelaide," and "Wentworth," at the rate of three thousand pounds per lunar month, with penalties and premiums.

The favor of an early reply is requested, to enable the Company to place themselves in communication with the owners of the ships proposed to be chartered.

I have, &c.,
F. H. TROUTON,
Manager.

No. 90.

THE SECRETARY, GENERAL POST OFFICE, to THOS. RUSSELL, ESQ., AUCKLAND, NEW ZEALAND.
General Post Office,
Sydney, 13 November, 1874.

SIR,

I am directed to enclose, for your perusal, the accompanying copy of correspondence which has taken place since your departure from Sydney on the 24th ultimo, in continuation of that of which you already possess, copies between this Department and the Australasian Steam Navigation Company and others having reference to the temporary arrangements for the carrying on of the mail service to and from San Francisco.

You will perhaps at your convenience be so good as to transmit the correspondence in question for the purpose of record by the Postmaster General of New Zealand, as this Department is only furnishing yourself with a copy at present.

I am also to forward herewith copies of telegrams respectively addressed to yourself and the Postmaster at Auckland, on the 11th instant.

I have, &c.,
JAS. DALGARNO,
for Secretary

[Enclosure.]

TELEGRAMS intimating the date of departure of the "Mikado."

No. 91.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.
Australasian Steam Navigation Company,
Sydney, 14 November, 1874.

SIR,

Referring to my letter of yesterday's date, I beg leave to say that I omitted to state if the "Mikado" be one of the boats employed in the service, the sum which the Company would require for that vessel would be the same as that which the Government are paying us for the present voyage, viz., £4,000 per trip, each way, to and from San Francisco.

I have, &c.,
(pro Manager),
FRED. PHILLIPS,
Secretary.

No. 92.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, SYDNEY.
General Post Office,
Sydney, 16 November, 1874.

SIR,

I am directed to inform you, in reply, to your letters of 13th and 14th instant, that the boats belonging to your Company, which you name as the vessels proposed to be employed in the performance of the San Francisco Mail Service, are not considered by this Government suitable for the purpose. Moreover, as the New Zealand Government is associated with the Government of this Colony in carrying out the service, the Postmaster General could not without their concurrence consent to the employment of steamers of less capacity and power than those arranged for at present.

Mr. Samuel, however, is prepared, on behalf of the Governments of New South Wales and this Colony, to enter into an arrangement with your Board on the terms which they offer, viz., three thousand seven hundred and fifty pounds (£3,750) per trip, hence to San Francisco, and a like sum for the return trip to Sydney, for the period of six (6) months from the termination of the existing agreement for the steamers "Mikado," "Macgregor," and "Cyphrenes," with the further understanding that two hundred and fifty pounds (£250) extra per trip shall be paid for the "Mikado," provided the amount now required for the charter of that vessel to your Company is not reduced.

Of course, it will be understood, that if the three steamers named should prove insufficient for the service, or any of them become disabled, the Company are to provide other suitable boats to be approved by the Postmaster General.

The time-table will be fixed by this Department arranging for a stoppage at San Francisco not exceeding twelve (12) days detention beyond that period, to be paid for at a rate per diem to be agreed upon.

Mr. Samuel is also of opinion that premiums and penalties should be provided for in the contract.

I am to add, that it will be necessary that no time be lost in definitely stating that you have secured the steamers in question, and are in a position to conclude the matter.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 93.

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No. 93.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.
Australasian Steam Navigation Company,
Sydney, 18 November, 1874.

SIR,

In reply to your Secretary's letter of the 16th instant, which I have had the honor to receive, I am directed to say,—

1. That my Board are quite unable to concur with your Government in considering that the boats belonging to this Company named by me, are unsuitable for the temporary service for which they were proposed.

2. That my Board feel obliged by your offer to enter into an engagement with them, as stated by you, but inasmuch as you have named the boats to be employed, and prescribed the route to be taken, the Company cannot agree to be bound by penalties, nor to allow more than ten days at San Francisco without payment of demurrage, nor to substitute other boats, in the event of the said boats being disabled or proving in any way insufficient for the service without being allowed a satisfactory remuneration for so doing.

3. That my Board, in fact, do not see their way to vary the proposal I had the honor to submit to you in my letters of the 13th and 14th instant.

I have, &c.,
FRED. H. TROUTON,
Manager.

No. 94.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 20 November, 1874.

SIR,

I am directed to acknowledge the receipt of your letter of the 18th instant, and to say that as your Company do not see their way to vary the proposal submitted in your letters of the 13th and 14th instant, and as Mr. Samuel considers that the conditions which I was instructed to propose in my letter of the 16th, are necessary for the due protection of the public interest, it does not appear that any advantage would arise from continuing the negotiations.

Mr. Samuel desires me to express his regret that the efforts of the Government to make a contract with the Australasian Steam Navigation Company for an extension of the temporary service has proved unsuccessful.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 95.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 20 November, 1874.

SIR,

I have had the honor to receive your letter of this date, and am directed to express the regret felt by my Board, that the offer made by this Company to continue, for a further period, the temporary mail service to San Francisco, now performed by the Company, cannot be accepted by the Honorable the Postmaster General.

I have, &c.,
FRED. H. TROUTON,
Manager.

Submitted.—S.H.L., 23/11/74.

No. 96.

THE POSTMASTER GENERAL, SYDNEY, to THOMAS RUSSELL, Esq., NEW ZEALAND.

General Post Office,
Sydney, 21 November, 1874.

SIR,

I enclose herewith for your information a copy of further correspondence which has taken place between this Department and the Australasian Steam Navigation Company, and Messrs. Gilchrist, Watt, & Co., having reference to the continuance of the temporary mail service *via* San Francisco, and I shall be glad if you will kindly undertake to forward the same for record by the Postmaster General of New Zealand, as this Department is only furnishing yourself with a copy of the correspondence at present.

I have, &c.,
SAUL SAMUEL.

No. 97.

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No. 97.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, N.Z. TO THE SECRETARY, GENERAL POST OFFICE,
SYDNEY.

New Zealand.
General Post Office, Wellington,
21 December, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter, addressed to Mr. Russell, No. B 74/5,395, of the 13th November last, and to thank you for the enclosures which it contained.

I have, &c.,
W. GRAY,
Secretary.

No. 98.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, NEW ZEALAND, TO THE SECRETARY, GENERAL
POST OFFICE, SYDNEY.

General Post Office,
Wellington, 21 December, 1874.

SIR,

I have been directed to acknowledge the receipt of the Hon. Mr. Samuel's letter to Mr. Russell, No. B 74/5,617, of the 21st November last, and to express, on behalf of this Government, thanks for the enclosures which it contained.

I have, &c.,
W. GRAY,
Secretary.

No. 99.

GILCHRIST, WATT, & Co., TO THE POSTMASTER GENERAL, SYDNEY.

Sydney, 18 November, 1874.

SIR,

We are instructed by Messrs. D. R. Macgregor & Co. to offer on their behalf to contract to perform the temporary mail service (commencing in January next) between this port and San Francisco, *via* Auckland, with the boats named in the margin; and so soon as the Government are ready to enter into a contract for the purpose we will be prepared to arrange for it on behalf of Messrs. D. R. Macgregor & Co.

If the Government are now ready to make a contract, we will be glad if it can be arranged before "Mikado" leaves, so that, in the event of the Government arranging with Messrs. D. R. Macgregor & Co., the necessary instructions may be conveyed by the "Mikado" to the Agents of Messrs. D. R. Macgregor & Co., at the various ports of call.

We have, &c.,
GILCHRIST, WATT, & Co.,
(As Agents for D. R. MACGREGOR, & Co.)

Minute of the Postmaster General.

WRITE to Messrs. Gilchrist, Watt, & Co., and say, referring to their letter of the 18th instant (the substance of which we quote) and conversations I have had with their Mr. Watt, that I shall now be glad if they will submit to me their offer in writing to carry on the service.

S.S.

No. 100.

THE SECRETARY, GENERAL POST OFFICE, TO GILCHRIST, WATT, & Co.

General Post Office,
Sydney, 21 November, 1874.

GENTLEMEN,

Referring to your letter dated the 18th instant, intimating that Messrs. D. R. Macgregor & Co. have instructed you on their behalf to offer to contract to perform the temporary mail service (commencing in January next) between this port and San Francisco *via* Auckland, with the steamships "Macgregor," "Mikado," and "Cyphrenes," and that so soon as the Government are ready to enter into a contract you will be prepared to arrange, therefore, on behalf of Messrs. D. R. Macgregor & Co.; and referring also to the conversations on the subject the Postmaster General has had with your Mr. Watt, I am directed to state that Mr. Samuel will be glad if you will submit in writing your offer to carry on the service in question.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 101.

GILCHRIST, WATT, & Co. TO THE POSTMASTER GENERAL.

Sydney, 26 November, 1874.

SIR,

We have the honor to acknowledge receipt of your letter of 21st instant. Messrs. D. R. Macgregor & Co. have instructed Mr. William Barker to enter into the necessary contract on their behalf for performing the temporary mail service, and we have forwarded your letter to him, with a request that he will reply thereto without delay.

We have, &c.,
GILCHRIST, WATT, & Co.

No. 102.

WILLIAM BARKER, Esq., to THE POSTMASTER GENERAL, SYDNEY.

Hunter and Bligh Streets,
Sydney, 24 November, 1874.

SIR,

Messrs. Gilchrist, Watt, & Co. have handed to me your letter of 21st instant, addressed to them as the Agents of Messrs. D. R. Macgregor & Co. in reference to the employment in the temporary mail service of the steamers belonging to that firm, and being duly empowered by Messrs. D. R. Macgregor & Co., under direct telegraphic instructions to myself, to enter into a contract for the employment of their steamers, I have the honor to intimate that I am prepared to enter into an engagement to employ the "Mikado," "Macgregor," and "Cyphrenes," running in the temporary mail service hence to Auckland, Honolulu, and San Francisco, and back from San Francisco, Honolulu, and Auckland to Sydney, for a period of six months, and for a further period, terminable at three months' notice; that is, if it be intended to terminate the service with the sixth departure from this port, then notice should be given within a week after the departure of the third mail, and so on from month to month, it being understood that the boats shall be so employed for at least six trips, and further, until the expiration of three months' notice.

Messrs. D. R. Macgregor & Co. are willing to engage that a steamer shall leave Sydney once every calendar month, on a date to be fixed by the Postmaster General, and the same day of the month to be the day of sailing in each successive month, and that each steamer shall remain from nine to twelve days in San Francisco to receive the mails on board, but shall be at liberty to sail so soon as the mails are put on board.

If the Government is prepared to enter into a contract with Messrs. D. R. Macgregor & Co., will you be so good as to furnish me with a form of contract and such other information as may be necessary, and I will immediately thereafter name a price per month for the service of the steamers.

I have, &c.,

WM. BARKER.

No. 103.

WILLIAM BARKER, Esq., to THE POSTMASTER GENERAL, SYDNEY.

Hunter and Bligh Streets,
Sydney, 11 December, 1874.

SIR,

On the 24th November I had the honor of addressing you on behalf of Messrs. D. R. Macgregor & Co., for the purpose of intimating that I was authorized on behalf of that firm to enter into an engagement with the Government for the employment of the steamers "Mikado," "Macgregor," and "Cyphrenes," in the temporary mail service to San Francisco, for a period of six months.

I have not since been favoured with any communication from you, and I now take the liberty of calling your attention to that letter, and informing you that, if provision has not yet been made by the Government for the mail service, I am still authorized to negotiate, on behalf of Messrs. D. R. Macgregor & Co., for the despatch of a steamer once in every calendar month, on a day to be fixed by you, from Sydney to Auckland, Honolulu, and San Francisco, and back from San Francisco, Honolulu, and Auckland, to Sydney.

My reason for troubling you at present is to inform you that, if any further delay takes place, there is a great probability of the owners directing their steamers to be sent to other stations, and in that case my authority would be at an end.

Should the Government desire to treat with me, on behalf of Messrs. Macgregor & Co., I shall be prepared to submit a tender for six calendar months as soon as I have had an opportunity of considering the form of contract and any conditions the Government may desire to impose.

I have, &c.,

WM. BARKER.

No. 104.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 23 December, 1874.

SIR,

Referring to the verbal understanding arrived at between us for the continuance of the temporary Pacific Mail Service, I am instructed by my Board to place on record the terms of the arrangement, as they conceive them to exist.

1st. Conditional on our being able to secure the steamers "Cyphrenes," "Mikado," and "Macgregor," for which an offer has been made to the owners by wire, we undertake to perform the service for a period of six months, at the rate of four thousand pounds per trip each way, payable on advice of arrival of steamer at San Francisco and return here, respectively.

2nd. That we undertake to despatch a steamer from this port every 28th day from 16th January next, and otherwise to comply with the Time-table agreed upon, copy of which is annexed, with the exception that in case of accident to ship or machinery, we are not to be bound to sail according to Time-table from San Francisco.

3rd. As the "Macgregor" cannot arrive here in time to be despatched on the 16th January, we propose to commence the service with the steamship "City of Melbourne" on that date, and continue the same with the boats named in the Time-table.

4th. In the event of any of these boats being unable from any cause whatever to perform the work allotted to them, we will provide others of equal capacity, if procurable, or despatch steamers from our own fleet in lieu thereof.

5th. The Company will perform the service with the boats named with the utmost despatch, but do not propose to be bound to time in performance of the voyages.

6th.

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6th. It is understood that the Government will concede to the Company the free use of the dock and machinery at Cockatoo, together with the usual privileges of port dues, &c., in this port and in New Zealand.

7th. Should the steamers be detained at San Francisco beyond the stipulated time by the Government, it is agreed that they shall reimburse the Company the exact cost of such detention.

I have, &c.,
FRED. H. TROUTON.

No. 105.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.
Australasian Steam Navigation Company,
Sydney, 23 December, 1874.

SIR,

As it is very desirable, in the interests of the San Francisco mail line, that advertisements should run continuously in the Sydney, Melbourne, and Brisbane newspapers, I have the honor to ask your concurrence in inserting the advertisement of a vessel ("City of Melbourne," as it is apparent she will be the only available one) to leave this port on the 16th January, so that there may be no break in the notification of the continuance of the service.

I have, &c.,
FRED. H. TROUTON.

No. 106.

DRAFT OF LETTER FROM THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE MANAGER,
AUSTRALASIAN STEAM NAVIGATION COMPANY.
General Post Office,
Sydney, 24 December, 1874.

SIR,

In reply to your letter of yesterday's date, I am directed to inform you that the Postmaster General agrees to the terms and conditions therein proposed, with the following exceptions:—

1. That in lieu of the second condition proposed by you, the Company shall convey the mails under a time-table to be fixed by the Postmaster General, the Postmaster General agreeing, however, that any time-table he may fix shall not provide for a longer detention of the steamer than twelve days at San Francisco.
2. In lieu of the second condition proposed by you, that in the event of a longer detention than twelve days being on any occasion necessary by reason of the non-arrival of the English mails at San Francisco, or otherwise, at the instance of the Postmaster General, the Company shall be paid for such detention at the rate of £3,000 per lunar month.

With reference to these exceptions the Postmaster General directs me to state that, should any time-table be fixed by him providing for a *less* stoppage at San Francisco than twelve days, he is willing to agree that the Company shall be at liberty, if they require it on any occasion, to remain the full period of twelve days.

With reference to the sixth condition proposed by you, Mr. Samuel is unable to answer for New Zealand in the matter of port dues, &c., but so far as this Colony is concerned he agrees to the condition.

I have, &c.,

Approved.—S.S., 24/12/74.
Copied and sent, 24/12/74.

No. 107.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.
Australasian Steam Navigation Company,
Sydney, 24 December, 1874.

SIR,

I have had the honor to receive your letter of this day's date, respecting a continuance of the San Francisco Mail Service, under the modifications contained therein, and in reply beg to say that, on behalf of the Company, I agree to the same.

I have, &c.,
FRED. H. TROUTON.

Submitted.—S.H.L., 28/12/74. Seen.—S.S., 30/12/74.

No. 108.

MEMO.—Copy of the following letters sent to Thomas Russell, Esq., London, in a private letter from the Honorable S. Samuel, dated 26 December, 1874, viz. :—

1. Two letters from A. S. N. Co., dated 23 December, 1874. [*Vide* No. 104.]
2. Letter from Secretary, Post Office, Sydney, to A. S. N. Co., dated 24 December, 1874. [*Vide* No. 106.]

No. 109.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.
Australasian Steam Navigation Company,
Sydney, 31 December, 1874.

SIR,

Referring to my letter to you, under date of 23rd instant, and your reply of 24th idem, I now do myself the honor to inform you that this Company has arranged with the owners of the steamships "Macgregor" and "Mikado" for a charter for a period of time to enable the Company to carry out the contract

contract conditionally made for the San Francisco Mail Service, including the extension of the contract from six to seven months, as verbally arranged yesterday, and that if the owner of the "Cyphrenes" objects to a charter for one trip, the Company dispatch either the "City of Adelaide" or "Wentworth" instead.

Submitted.—S.H.L., 4/1/75.

I have, &c.,
FRED. H. TROUTON.

No. 110.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL,
Australasian Steam Navigation Company,
Sydney, 2 January, 1875.

SIR,

The Agent for owners of steamers "Cyphrenes," "Macgregor," and "Mikado" decline to charter those vessels to this Company without we dock and clean them on completion of charters; and as the charters referred to will not expire till three or more days after the date of having fulfilled our engagement with your Government, in which it is agreed that the Company should have conditionally the use of the Fitzroy Dock, I beg to solicit your permission to have that privilege extended over the time necessary to perform this work.

I have, &c.,
FRED. H. TROUTON.

I assent.—S.S., 2/1/75.

No. 111.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 4 January, 1875.

SIR,

With reference to your letter, dated the 2nd instant, I am directed to inform you that the Postmaster General assents to the time allowed to your Company for the use of the Fitz Roy Dock being extended, as requested, in order to enable the "Mikado," "Macgregor," and "Cyphrenes," to be docked and cleaned on completion of charter.

I have, &c.,
S. H. LAMBTON.

No. 112.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE CROWN SOLICITOR.

General Post Office,
Sydney, 8 January, 1875.

SIR,

I am directed to request that you will be good enough to have a formal agreement for an interim mail service to San Francisco prepared as early as possible, for execution by the Australasian Steam Navigation Company, on the one part, and Mr. Samuel for the Colony of New South Wales, and Mr. Thomas Russell for the Colony of New Zealand, on the other part, embracing the following particulars, viz. :—

Nature of service.
Postmaster General to fix time-table.

Company to have option of remaining twelve days at San Francisco.

Company to be paid for any detention at San Francisco beyond twelve days. Number of voyages to be performed. Date of commencing service.

Vessels to be employed. Other vessels to be employed in event of accident, &c.

Time in which each trip is to be performed.

Company not bound to provide steamer at San Francisco to fulfil time-table in event of accident, &c.

The steamers to have use of dock, and port dues, &c.

The amount to be paid.

Correspondence on which agreement is based. Vide No. 104 and 105.

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Conveyance of mails between Sydney, Auckland, Honolulu, and San Francisco, each way, once in every four weeks, according to time-table to be fixed by the Postmaster General of New South Wales, provided the time-table does not allow more than twelve days' stoppage of steamers at San Francisco from specified time of arrival from Sydney to specified date of departure for Sydney.

If a time-table be fixed providing for a less stoppage than twelve days, the Company to be at liberty (if absolutely necessary) to detain the steamer twelve days from the specified day of arrival at San Francisco.

Should the steamer be detained at San Francisco waiting for mails beyond the period of twelve days, the Company to be reimbursed for such detention at the rate of £3,000 per lunar month.

The service includes the completion of seven trips from Sydney to San Francisco, and seven trips from San Francisco to Sydney. Service to commence on the 16th January, 1875.

The steamers to be employed are the "Macgregor," the "Mikado," the "Cyphrenes," and the "City of Melbourne." In the event of either the "Mikado," "Macgregor," or "Cyphrenes," being unable from any cause whatever to perform the work allotted to them, the Company to provide another vessel of equal capacity, if procurable, or dispatch suitable steamers from their own fleet in lieu thereof.

The Company agree to perform each trip in 792 hours, including stoppages at Auckland and Honolulu, or with the utmost dispatch, but are not bound in any penalties as to time in performance of the voyages.

The Company are not bound to dispatch a steamer from San Francisco according to time-table in the event of accident to ship or machinery.

The steamer, if required, to have free use of the Fitz Roy Dock and Machinery at Cockatoo Island, if not otherwise occupied, for a period not to exceed five days, on the completion of each voyage from San Francisco to Sydney, and to have the usual privileges as regards port dues, &c., at Sydney.

The sum of £4,000 per trip each way, payable under this agreement by the Colonies of New South Wales and New Zealand, to be paid by the Postmaster General, Sydney, to the Company, on advice of arrival at San Francisco and of arrival at Sydney respectively.

The papers on which this Agreement is based are herewith forwarded for your information :—

- 1 and 2. Two letters from the A.S.N. Company to the Postmaster General, dated 23rd December, 1874.
3. Letter from Secretary, General Post Office, to the A. S. N. Company, dated 24th December, 1874.
4. Letter from A. S. N. Co., dated 24th December, 1874.
5. Letter from A.S.N. Co., dated 31st December, 1874.
6. Letter from A.S.N. Co., dated 2nd January, 1875.
7. Letter from Secretary, General Post Office, to A.S.N. Co., dated 4th January, 1875.

I also forward the articles of agreement executed on the 29th August, 1874, by the A.S.N. Company and Mr. Samuel, in reference to the "City of Melbourne," which agreement contains general conditions which it would be desirable to embody in the agreement it is now necessary to prepare.

Agreement with
A.S.N. Co., dated
29th August,
1874.
Page No. 36.

I have, &c.,

S. H. LAMBTON.

P.S.—Mr. Samuel will sign the agreement for Mr. Thomas Russell, on the authority contained in letter of 24th October, 1874, herewith.

No. 113.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON, N.Z.

General Post Office,
Sydney, 11 January, 1875.

SIR,

I am directed to inform you that, in pursuance of the agreement between the Postmaster General of this Colony and Mr. Thomas Russell, on behalf of New Zealand, arrangements have been made, after considerable difficulty in negotiation with the Australasian Steam Navigation Company, to continue the San Francisco service until July next.

The Company undertake to perform the service to and from Sydney, Auckland, Honolulu, and San Francisco, in accordance with a time-table to be fixed by the Postmaster General, for the sum of £4,000 per trip each way, to be paid respectively on advice of arrival of the steamer at San Francisco and on arrival of the steamer at Sydney.

While the Company undertake to do their utmost to expedite the voyages, they do not agree to the imposition of penalties for late arrivals, &c., and they also insist on a stipulation that the time-table shall not provide for the steamer being delayed more than twelve days at San Francisco, and that any detention beyond that date shall be paid for at the rate of £3,000 per lunar month.

A formal agreement will be at once prepared and submitted to the Company for execution, particulars of which are shown in the memorandum annexed hereto,—and I am to state that the arrangement is the best which Mr. Samuel could make under the circumstances. Copies of the correspondence on this subject will hereafter be forwarded to you.

It should be mentioned that provision will be made in the agreement exempting the Company from port dues, &c., at Sydney, and that similar privileges at New Zealand have been asked by the Company. While, however, Mr. Samuel has not consented to this being provided for in the agreement, the Postmaster General of New Zealand will probably not object to arrange for this concession, which the Company expect will be granted.

I am also to enclose copies of the new Time-table, which it will be seen is based upon that which has regulated the service hitherto.

I have, &c.,

S. H. LAMBTON.

[Enclosures.]

1. Memorandum to the effect of the letter from London Post Office to Crown Solicitor, dated 8th January, 1875.
2. Time-table for the Mail Service between Great Britain, New South Wales, and New Zealand, by way of San Francisco and Honolulu.

Approved by the Postmaster General of New South Wales, on the 5th January, 1875.

Homeward Route.				Outward Route.			
Leave	Arrive at			Leave	Arrive at		
Sydney.	Auckland.	San Francisco.	London.	London.	San Francisco.	Auckland.	Sydney.
1875. Saturday, At 1 p.m., 16 January	1875. Friday, 22 January	1875. Thursday, 18 February	1875. Monday, 8 March	1874. Tuesday, 17 November	1874. Saturday,* 5 December	1875. Friday, 1 January	1875. Thursday, 7 January
13 February	19 February	18 March	5 April	15 December	1875. 2 January*	29 January	4 February
13 March	19 March	15 April	3 May	12 January	30 January*	26 February	4 March
10 April	16 April	13 May	31 May	9 February	Monday,* 1 March	Sunday, 28 March	Saturday, 3 April
8 May	14 May	10 June	28 June	9 March	29 March*	25 April	1 May
5 June	11 June	8 July	26 July	6 April	26 April*	23 May	29 May
3 July	9 July	5 August	23 August	4 May	24 May*	20 June	26 June
				1 June	21 June*	18 July	24 July
				29 June	19 July*	15 August	21 August
				27 July	16 August*	8 September	18 September

* Or immediately on arrival of London Mail at San Francisco.

No. 114.

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No. 114.

TELEGRAM SENT JANUARY 9, 1875,—POSTMASTER GENERAL, SYDNEY, to THOMAS RUSSELL, LONDON,
REPRESENTATIVE OF THE GOVERNMENT OF NEW ZEALAND.

(8,000.) CONCLUDED with Company, seven trips, commencing sixteenth instant, present boats and City Melbourne, eight thousand round trip, best arrangement possible, present time-table continued. Expedite transit of mails across. Mikado late leaving Frisco.

No. 115.

THE POSTMASTER GENERAL, SYDNEY, to THOMAS RUSSELL, LONDON, REPRESENTATIVE OF THE
GOVERNMENT OF NEW ZEALAND.

General Post Office,
Sydney, 15 January, 1875.

SIR,

In continuation of the correspondence already forwarded to you, I have now the honor to transmit a copy of a letter and enclosures which were sent on the 11th instant to the New Zealand Post Office, informing the Postmaster General of that Colony of the terms on which I had concluded a contract for seven months with the Australasian Steam Navigation Company, for the conveyance of mails between Sydney and San Francisco.

I also enclose copy of a telegram sent by me to yourself on the 9th instant, conveying the same information.

I sent you, on the 27th ultimo, a portion of the correspondence on which this contract was based. I regret I cannot now send the remainder, as it is in the possession of the Crown Solicitor, for the purpose of enabling him to prepare an arrangement. The letter to the New Zealand Office, however, contains full particulars.

In my last letter to you of the 26th ultimo, I stated I had concluded this contract, subject to the Company being able to obtain steamers. The Company represented to me that the only terms on which they could obtain the vessels were,—that they must be chartered for two trips each, with the exception of the "Cyphrenes," which the owners were willing to let the Company have for one trip, and that they could not agree to those terms unless the contract were extended for seven months.

I have, &c.,
SAUL SAMUEL.

No. 116.

THE CROWN SOLICITOR, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE.

Crown Solicitor's Office,
Sydney, 22 January, 1875.

SIR,

I have the honor to return the papers sent to me with your letter of date 8th instant, respecting the San Francisco Mail Service, and I forward a rough draft of the agreement with the Australasian Steam Navigation Company for that service.

If the Postmaster General will be pleased to peruse this draft and return it with any alteration or suggestion for alteration he may think necessary, I will correct same and have a fair copy draft prepared to be forwarded to the Company for perusal.

I have, &c.,
JOHN WILLIAMS.

No. 117.

THE CROWN SOLICITOR, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 1 February, 1875.

SIR,

I have the honor to forward herewith a fair copy draft of the proposed agreement with the Australasian Steam Navigation Company for the conveyance of mails to and from San Francisco for seven voyages, commencing in January, 1875, as altered to meet the suggestions of the Honorable the Postmaster General.

When the draft is approved by him it should be forwarded to the Company for approval.

I have, &c.,
JOHN WILLIAMS.

Send at once to A. S. N. Co. for perusal, in order that the document may be executed without further delay.—S.S., 2/2/75.

No. 118.

THE SECRETARY, POST OFFICE, SYDNEY, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION
COMPANY.

General Post Office,
Sydney, 2 February, 1875.

SIR,

I am directed to forward herewith for perusal a fair copy draft of the agreement proposed to be entered into with your Company, for the conveyance of mails *via* San Francisco, for seven voyages, commencing in January, 1875, and to request that so soon as approved the draft may be returned, in order that the document may be prepared for execution without delay.

I have, &c.,
S. H. LAMBTON.

No. 119.

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No. 119.

THE SECRETARY, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 3 February, 1875.

Sir,

I do myself the honor to acknowledge the receipt of your letter of yesterday's date, and its enclosure of agreement for the San Francisco Mail Service, which has been referred to the Company's solicitors.

I have, &c.,
FRED. PHILLIPS,
Secretary.

Read.—S.H.L., 4/2/75.

No. 120.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, POST OFFICE, WELLINGTON, NEW ZEALAND.

General Post Office,
Sydney, 6 February, 1875.

Sir,

I am directed to forward herewith, for the information of the Postmaster General of New Zealand, copies of the correspondence on the subject of the contract with the Australasian Steam Navigation Company, Sydney, for the conveyance of mails *via* San Francisco, as referred to in my letter of the 11th ultimo.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 121.

THE POSTMASTER GENERAL, SYDNEY, to THOMAS RUSSELL, LONDON, REPRESENTATIVE OF THE GOVERNMENT OF NEW ZEALAND.

General Post Office,
Sydney, 6 February, 1875.

Sir,

I have the honor to enclose for your perusal copies of the further correspondence on the subject of the seven months contract with the Australasian Steam Navigation Company, for the conveyance of mails *via* San Francisco, referred to in my letter of the 15th ultimo.

I have, &c.,
S. H. LAMBTON,
(For Postmaster General.)

No. 122.

THE SECRETARY, GENERAL POST OFFICE, to THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, SYDNEY.

General Post Office,
Sydney, 9 February, 1875.

Sir,

I am directed to forward herewith the agreement for the San Francisco Mail Service, which has been duly executed by Mr. Samuel as Postmaster General of New South Wales, and by him on behalf of the Postmaster General of New Zealand, and to request that you will be good enough to have the document executed by the Company, and returned to me at your earliest convenience.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 123.

THE SECRETARY, AUSTRALASIAN STEAM NAVIGATION COMPANY, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Australasian Steam Navigation Company,
Sydney, 9 February, 1875.

Sir,

I do myself the honor to hand you, under this cover, the agreement for the continuance of the temporary San Francisco Mail Service, duly executed by this Company.

I have, &c.,
FRED. PHILLIPS,
Secretary.

Submitted.—S.H.L., 11/2/75.

Seen.—J.F.B., 14/2/75.

[Enclosure.]

[Enclosure.]

MAIL CONVEYANCE BETWEEN SAN FRANCISCO AND THE COLONIES.

Agreement between the Postmasters General of the Colonies of New South Wales and New Zealand and the Australasian Steam Navigation Company for Seven Voyages, commencing in January, 1875.

ARTICLES OF AGREEMENT, made and entered into this ninth day of February, in the year of our Lord one thousand eight hundred and seventy-five, between the Australasian Steam Navigation Company (incorporated by Act of Parliament of New South Wales, passed in the fifteenth year of the reign of Her Majesty Queen Victoria), hereinafter designated and referred to as "The Company" of the first part,—the Honorable Saul Samuel, the Postmaster General of the Colony of New South Wales, as such Postmaster General, and acting herein for and on behalf of the Government of the said Colony, of the second part,—and the Honorable Julius Vogel, the Postmaster General of the Colony of New Zealand, as such Postmaster General, and acting for and on behalf of the Government of the same Colony, of the third part.

WITNESS that the Company hereby covenants with the said Postmaster General of the Colony of New South Wales and his successors, and with the said Postmaster General of the Colony of New Zealand and his successors, and as a separate covenant with each of the said Postmasters General and his successors,—

1. That the Company shall and will carry and convey all and every Her Majesty's Mails which the Postmaster General of the Colony of New South Wales shall be desirous of sending from Sydney to Auckland, Honolulu, and San Francisco respectively ; and all mails which the Postmaster at the port of San Francisco shall be desirous of having conveyed to Honolulu, Auckland, and Sydney, respectively ; and the Postmaster at Honolulu shall be desirous of having conveyed to Auckland and Sydney respectively on the return voyage ; and also all mails which the Postmaster General of New Zealand shall be desirous of having conveyed from Auckland to Honolulu and San Francisco, and which the Postmaster at San Francisco and Honolulu shall desire to be conveyed to Auckland on the return voyage from San Francisco ; and all mails from Auckland on the return voyage to Sydney, for seven voyages from Sydney to San Francisco by the way of and calling at Auckland and Honolulu ; and for seven return voyages from San Francisco to Sydney by the way of and calling at Honolulu and Auckland, upon the days and times, and by the steamships, and in manner as hereinafter mentioned, and shall and will perform the said voyages within the times hereinafter mentioned, that is to say— the first voyage under this agreement having commenced by the departure of the steamship "City of Melbourne" on the sixteenth day of January last with the month's mails, to Auckland, Honolulu, and San Francisco.

2. The Company shall and will have each and every of the steamships the "Macgregor," the "Mikado," the "Cyphrenes," and the "City of Melbourne" properly furnished and provided with all engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, and all other stores, charts, chronometers, nautical instruments, and whatever else may be requisite for the equipment of the said ships for a voyage from the Port of Sydney to the Port of Auckland, and thence to the Port of San Francisco, by way of and calling at Honolulu, and for a return voyage from the Port of San Francisco to the Port of Auckland by way of and calling at Honolulu, and from Auckland aforesaid to the Port of Sydney aforesaid, and also manned and provided with a competent and duly qualified master and other officers and with a sufficient number of engineers and a sufficient crew of able seamen and other men, and prepared and ready in all things to leave their moorings in the Port of Sydney, and proceed on the voyage from the said Port to the Port of Auckland and thence to the Port of San Francisco by way of and calling at Honolulu upon the days and times following, that is to say :—That one of such vessels so approved, equipped, and manned as aforesaid, shall, during the continuance of this contract, leave the Port of Sydney every four weeks, according to a time-table to be fixed and agreed upon by the Postmaster General of New South Wales, either solely or in conjunction with the Postmaster General of New Zealand.

3. That one of the said steamships, the "Macgregor," the "Mikado," the "Cyphrenes," and the "City of Melbourne," so equipped and manned as aforesaid, shall receive and take on board at Sydney all and every Her Majesty's Mails which the Postmaster General of the Colony of New South Wales shall on the said several days appointed in and by the said time-table for the departure from the said Port of Sydney of the said several steamships, place on board the said steamships, to be conveyed from the Port of Sydney aforesaid, to the several ports of Auckland, Honolulu, and San Francisco aforesaid, and shall proceed on her said voyage from the said Port of Sydney to Auckland, and thence to San Francisco, by way of and calling at Honolulu at the day and at the hour appointed in the said time-table for the departure of a mailship upon the said voyage, and upon arrival at Auckland shall deliver the mails placed on board to be carried to Auckland to the Postmaster there, and shall receive and take on board at Auckland all and every Her Majesty's Mails which the Postmaster General of the Colony of New Zealand shall place on board to be carried and conveyed to Honolulu and San Francisco respectively, and that the master of each of the said steamships shall, on arrival at the Port of Auckland upon each and every of the said voyages, immediately land the mails intended to be landed there, and shall with all possible dispatch, upon receipt of the mails to be placed on board the said steamship at Auckland aforesaid, proceed on the voyage from Auckland aforesaid : Provided that it shall be lawful for the Postmaster General of New Zealand to detain any of the said steamships for any time not exceeding twenty-four hours after notice of its arrival shall have been given to the Postmaster at Auckland, to enable him to make up and place on board the said steamship the mails intended to be carried and conveyed from Auckland aforesaid on the said voyage ; and that each and every of the said steamships, upon arrival at the Port of Honolulu upon any of the said voyages, shall remain a sufficient and reasonable time to allow the mails intended to be conveyed thence to San Francisco to be made up and placed on board the said steamship, and shall receive and take on board at Honolulu all mails intended to be carried thence to San Francisco.

4. That, upon arrival at the Port of San Francisco, on her voyage from Sydney as aforesaid, each of the said steamships shall remain at the said port for such time as the said Postmaster General of the said Colony of New South Wales shall have appointed in that behalf in and by the said time-table, not exceeding twelve clear days, and shall apply to the Postmaster at the Port of San Francisco, and shall receive from him, on board the said steamship, all mails required to be sent to the said Ports of Sydney, Honolulu, and Auckland, at any time before the day fixed by the said Postmaster General of the Colony of New South Wales and the Postmaster General of the Colony of New Zealand, in and by the said time-table, for the departure

departure of each of the said steamships, on her return voyage by way of Honolulu to the Port of Auckland and Port of Sydney as aforesaid, and shall carry and convey in and on board the said steamship all the mails for Honolulu to Honolulu, and the mails for Auckland to Auckland, and all the mails for the Port of Sydney to the said Port of Sydney, and shall well and safely deliver the same to the Postmaster at each of the said ports, or to other the person by law entitled to receive the same, upon their arrival in the said respective ports: Provided that, if they shall think fit, it shall be lawful for the Company in case of need to keep any or all of the said steamers at the Port of San Francisco for the full period of twelve days, as hereinafter mentioned.

5. In the term "mails," to be carried on the said voyages as aforesaid, all boxes, bags, or parcels of letters, newspapers, books, or printed papers, and all other articles transmissible by the post, without regard to the place or places in which they may originate, and all empty bags, empty boxes, and other stores and articles used or to be used in connection with the said mails, shall be considered to be comprehended.

6. That the said steamships shall make each of the said voyages from the Port of Sydney to the Port of San Francisco with the utmost despatch, and as nearly as may be within seven hundred and ninety-two hours, including all stoppages and detention, and so that all mails put on board the said steamships at the respective ports of Sydney, Auckland, and Honolulu aforesaid by the said several steamships, shall be delivered at the Post Office at the Port of San Francisco within as nearly as may be seven hundred and ninety-two hours, including detention and stoppage at Auckland and Honolulu from the time of the said steamship's departure from the Port of Sydney on the said voyage, nevertheless, should such voyages be prosecuted with due diligence payments will be made as hereinafter provided, notwithstanding the provision as to the voyages being made within a specified time; and shall make each and every of the said return voyages from San Francisco to the port of Sydney aforesaid within as nearly as may be the like period of seven hundred and ninety-two hours, including detention and stoppage at Honolulu and Auckland, so that the mails put on board the said several steamships on their respective voyages from the Port of San Francisco, to be carried to the Port of Sydney, shall be carried and delivered at the General Post Office, in the City of Sydney, within seven hundred and ninety-two hours, including detention and stoppage at Honolulu and Auckland from the time of the said steamship's departure from the Port of San Francisco on the said voyages.

7. On each of the said voyages to San Francisco the Postmaster General of the Colony of New South Wales will deliver the mails to be carried from the Port of Sydney; the Postmaster General of the Colony of New Zealand, the mails to be carried from the Port of Auckland; and the Postmaster of Honolulu, the mails to be carried from Honolulu into the charge and custody of the master of the steamship by which the said mails are to be conveyed on board his vessel; and the said master shall without any charge other than that herein provided to be paid to the Company, take charge and care of, and the Company shall be responsible for the receipt, safe custody, and due delivery at the respective times at which they are intended to be delivered, of all and every the Mails so placed on board of each of the said steamships as aforesaid, as the case may require. And the said master shall take the usual declaration required upon the delivery of a mail to the master of a vessel, and furnish such returns and perform such services in relation thereto as the Postmaster General of the Colony of New South Wales shall require in respect of mails sent from or received at the Port of Sydney, and as the Postmaster General of the Colony of New Zealand shall require in respect of mails sent from the Port of Auckland. And the master of each of the said steamships immediately upon its arrival at the Ports of Auckland, Honolulu, and San Francisco respectively, upon any of the voyages aforesaid, shall deliver from the ship's side all the Mails to be delivered at the said ports respectively to the Postmaster of the said respective ports, or to such other person as each of them the said Postmasters respectively shall in respect of the mails to be delivered to him duly authorize to receive the same. And in the like manner upon each of the return voyages from San Francisco, calling at Honolulu and Auckland as aforesaid, the master of each of the said steamships shall receive on board the said steamship from the Postmaster at San Francisco, and take charge and custody of all mails required to be forwarded from San Francisco to the respective ports of Honolulu, Auckland, and Sydney, and shall receive and take on board at Honolulu all mails intended so to be sent from thence to the ports of Auckland and Sydney, respectively. And shall also receive and take on board at Auckland all mails intended to be sent from thence to the Port of Sydney; and shall safely carry and convey all and every the said mails to the several ports at which they are to be delivered; and shall, upon arrival at each of the said respective ports, immediately deliver from the ship's side to the Postmaster, or other person authorized by him to receive the same, the mails intended to be delivered at such port. And shall duly make all declarations and sign all receipts for the mails as may be required by law, or by the custom of the place at which the same shall be put on board the said steamship, or delivered therefrom. And "the Company" shall be responsible for the receipt, safe custody, and carriage of all mails put on board each of the said steamships on each of the said return voyages from the Port of San Francisco to the Ports of Honolulu, Auckland, and Sydney, and for the due delivery at each of the said ports of the mails to be carried, and conveyed, and delivered at each of the said ports. The act of God, the Queen's enemies, pirates, fire, and all perils of the sea excepted.

8. If the Company are unable to despatch upon any of the said voyages any one of the said steamships, the "Macgregor," the "Mikado," the "Cyphrenes," or the "City of Melbourne," "the Company" shall instead despatch another steam vessel of equal capacity, if such a vessel can be procured by "the Company" on reasonable terms; and if such a vessel cannot be so procured, "the Company" may despatch one of their own steamships, the steam vessel so to be dispatched to be approved of by the Postmaster General of New South Wales in that behalf, in which event all and every these presents shall be read and considered as if the name of the steamship which may be substituted as aforesaid had been written in place of the vessel in place of which it is substituted: It being, however, hereby expressly declared that the foregoing proviso is not to be read or considered in any way as giving "the Company" the option of sending, at their own will and pleasure, any steamship in the place and stead of either of the said steamships, the "Macgregor," the "Mikado," the "Cyphrenes," or the "City of Melbourne," but only that "the Company" may do so if absolutely prevented from dispatching any one of the said steamships, the "Macgregor," the "Mikado," the "Cyphrenes," or the "City of Melbourne," on any voyage upon which one of such steamships should have been dispatched under the agreement, by causes over which the Company have no control.

9. And in consideration of the due and faithful performance by the Company of all the services hereby agreed to be by the said Company performed, the said Postmaster General of the Colony of New South Wales, and the said Postmaster General of the Colony of New Zealand, do, and each of them doth, for and on behalf of himself respectively, as such Postmaster General and his successors respectively, and of the Government of the Colony for which he is now respectively the Postmaster General, but so far only as the agreements herein contained are to be observed by or are applicable to the Governments of the said Colonies respectively, or as to payments to be made by the Government of the Colony for which he is the Postmaster General, doth hereby covenant with the Company that there shall be paid by the Postmaster General of the Colony of New South Wales to the Company for the Mail Services to be rendered by the Company in carrying to and from the ports of departure and the ports of call beforementioned, on each and every of the said voyages, from Sydney to San Francisco, and from San Francisco to Sydney, calling at the said intermediate ports as hereinbefore mentioned, the sum of £4,000 for each voyage. And that such payment shall be made as follows, that is to say:—For the voyage from Sydney, calling at Auckland and Honolulu, to San Francisco, upon proof of the due arrival of the vessel at San Francisco being received by the said Postmaster General of New South Wales. And that the payment for the voyages from San Francisco to Auckland and Sydney, by way of Honolulu, shall be made upon the arrival of the said steamship at the Port of Sydney upon her return voyage from San Francisco, calling at Honolulu, and Auckland as aforesaid.

10. If in the time-table to be fixed and determined by the Postmaster General of New South Wales, as hereinbefore mentioned, the time for the mail steamer remaining at San Francisco shall be less than twelve days from the day of her arrival thereat, the Company shall be at liberty, if it is absolutely necessary, but not otherwise, to detain such steamer for a period of time equal to twelve days from the day at which the said steamship on that voyage to San Francisco should in accordance with the said time-table have arrived in the said Port of San Francisco.

11. If at any time during the continuance of this contract a mail steamer shall be detained at the Port of San Francisco by the Postmaster so acting for mails beyond the period of twelve days from the time of her arrival in the said Port of San Francisco, the Company shall be paid for such detention beyond the period of twelve days at and after the rate of three thousand pounds per lunar month.

12. That so long as this Contract shall be faithfully carried out by the Company no charge for pilotage, tonnage, lighthouse, or harbour dues shall be made in New South Wales or New Zealand for any of the steam vessels employed in carrying out this Contract. And "the Company" shall be at liberty to have the free use of the Fitz Roy Dock and workshops and machinery at Cockatoo Island, at Sydney, if not otherwise occupied, for a period not to exceed five days, on the completion of each voyage from San Francisco to Sydney.

13. And it is hereby further declared that the payments hereby mentioned to be paid to "the Company" shall be received by "the Company" in full compensation for all services rendered by "the Company" in respect of the matters aforesaid, and for all costs and expenses which it may incur or be put unto by reason or on account of all and singular the services in and about the carrying out, or in any way arising out of or rendered in carrying out, the services hereby contracted to be performed, whether such services shall or shall not be herein particularly mentioned.

In witness whereof, the Australasian Steam Navigation Company has caused its common seal to be hereunto affixed, and the said Saul Samuel, as such Postmaster General, on behalf of himself and his successors as Postmasters General of the said Colony, and of the Government of the said Colony, and the said Julius Vogel as such Postmaster General of the Colony of New Zealand, and his successors as Postmasters General of the Colony of New Zealand, and of the Government of the said Colony of New Zealand, have respectively hereunto set their hands and seals, the day and year first before written.

The common seal of the Australasian Steam Navigation Company was duly affixed hereto by the Board of Directors, } (L.S.)
in the presence of,—

FREDK. A. PHILLIPS.
F. H. TROUTON.

(L.S.)

And—

Signed, sealed, and delivered by the said Saul Samuel, in the presence of—

S. H. LAMBTON.

(L.S.)

Signed, sealed, and delivered by the Honorable Saul Samuel, acting for the Postmaster General of the Government of New Zealand, under authority of letter of date, October 24th, 1874, in the presence of—

S. H. LAMBTON.

{ SAUL SAMUEL.
As Postmaster General for the Colony of New South Wales.
THOMAS RUSSELL.
Acting for the Postmaster General of the Government of New Zealand.
By SAUL SAMUEL.

No. 124.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

SIR,

Wellington, 9 March, 1875.

I have to acknowledge the receipt of your letter of the 11th January last, in which you inform me that, in pursuance of the agreement between the Postmaster General of New South Wales and Mr. Thomas Russell, acting on behalf of the Government of New Zealand, arrangements had been made, after considerable difficulty in negotiation with the Australasian Steam Navigation Company, to continue the Temporary San Francisco Service until July next.

2. I have also to acknowledge your letter of the 6th ultimo, forwarding, for the information of the Postmaster General of New Zealand, copies of the correspondence on the subject of the above arrangement, as referred to in your previous letter. I have to thank you for the copies of the correspondence in question, as well as for the memorandum which accompanied your letter of the 11th January ultimo.

3. On receipt of the agreement you will be further communicated with.

I have, &c.,
W. GRAY,
Secretary.
Part VII.

Part VII.

RELATING to actual failure of Messrs. Hall and Forbes to enter upon their permanent Contract, and to negotiations for future permanent Service, including Agreement between Messrs. Samuel and Russell.

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No. 1.

H. H. HALL, ESQ., to THE POSTMASTER GENERAL, SYDNEY, AND MR. T. RUSSELL.

London, 27 November, 1873.

Dear Sirs,

We have, as you are aware, entered into contracts for building four steamships for the mail service between San Francisco and the Colonies, in terms of our engagement with you, but we think it will not be possible to get all four ships on the station within the twelve months mentioned in our contract. As you know, we made the contracts with the builders before we signed the permanent contract with you, and to insure speedy delivery we gave two ships only to each builder. The best builders in Great Britain have been selected to build the ships, viz., Messrs. J. Elder & Co., of Glasgow, and Mr. James Laing, of Sunderland. We expect all four ships will be launched by June, 1874. The ships will be of the very highest class, and will cost us here £93,000 each. We could have got ships ready for the service in less time, but they would not have been what we desired to have, to insure the success we mean to aim at in the permanent service. The contractors are bound down in the most stringent manner, but there are provisos, viz., strikes, locks, &c., which may cause detention for a few months. What we now desire is, that you will obtain from your Governments permission for us to continue our temporary service for two or three months over our contract time, the 27th November, 1874, should we, from unforeseen circumstances, require that extension. Of course, if this concession is given to us, we will consent to the subsidies for the extended time being reckoned according to the scale in the schedule to the permanent contract.

We are, &c.,
(For the Contractors),
H. H. HALL.

No. 2.

THE POSTMASTER GENERAL, SYDNEY, AND MR. T. RUSSELL to MESSRS. HALL AND FORBES.

London, 27 November, 1873.

Gentlemen,

We have the honor to acknowledge the receipt of your letter of this day's date, asking us to represent to our respective Governments your request for extension of time, under the circumstances stated in your letter.

We recognize the promptness with which you have entered into the contracts for building the new ships, and the liberal efforts you are making to insure success. We have made inquiry, and find that the time given you is barely sufficient to insure delivery on the station, and though we cannot promise anything further, we shall represent the facts to our respective Governments; and we have no doubt if, from unforeseen circumstances, you actually require two or three months more to get the new ships to the station, the Governments of New South Wales and New Zealand will deal liberally with you.

We have, &c.,
SAUL SAMUEL,
Postmaster General of New South Wales.
THOMAS RUSSELL,
For the New Zealand Government.

No. 3.

THE COLONIAL SECRETARY NEW ZEALAND, to THE COLONIAL SECRETARY, NEW SOUTH WALES.

Colonial Secretary's Office,
New Zealand, 4 March, 1874.

Sir,

I have the honor to enclose a memorandum by Mr. Vogel on the subject of an application made by the contractors for the Californian mail service for an extension of the limit of the period fixed for the temporary service.

I shall be glad to be favoured with the views of your Government on this proposal, and with advice of the action, if any, that may be taken by the Postmaster General of New South Wales in regard to it.

I have, &c.,
DANIEL POLLEN.

[Enclosure.]

Memorandum for the Colonial Secretary.

General Post Office, 3 March, 1874.

THE contractors for the Californian mail service have addressed a letter to the Hon. Saul Samuel and Mr. Thomas Russell, asking that they may be allowed an extension of two or three months for the temporary service, as they are not certain that the new boats will be ready by the time provided by the contract.

Mr.

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Mr. Russell, who forwards the letter to me, advises that the contractors have done all that has been possible to expedite the construction of the boats, and he evidently thinks that it would be well the extension of time should be allowed.

I have, therefore, to advise that this department will agree to the extension if the Postmaster General of New South Wales approves of it.

I think it desirable there should be an understanding that any application of the kind shall be dealt with by the two Governments jointly. I propose, consequently, not to make any present reply to the contractors; but if the Postmaster General of New South Wales should approve of granting the extension, he will be able to signify to the contractors that the Governments concur on the subject.

JULIUS VOGEL.

Minute of the Colonial Secretary, Sydney.

The Postmaster General,—

It is desirable that this application should be dealt with by first mail to New Zealand. I concur that the two Governments should act jointly in this matter.

H.P., 10/3/74.

No. 4.

THE COLONIAL SECRETARY, NEW SOUTH WALES, to THE COLONIAL SECRETARY, NEW ZEALAND.

Colonial Secretary's Office,
Sydney, 14 March, 1874.

Sir,

I have the honor to acknowledge the receipt of your despatch, dated 4th instant, enclosing a memorandum by Mr. Vogel on the subject of an application made by the contractors for the Californian Mail Service, for an extension of the limit of the period fixed for the temporary service.

2. Your letter has been laid before the Postmaster General of this Colony, who recommends that, under the circumstances stated in the contractors' letter to Mr. Russell and himself, dated 27th November last, the request of the contractors be complied with.

3. This request, as stated by themselves, is for permission to continue the temporary service for two or three months over the contract time (the 27th November, 1874), should they, from unforeseen circumstances, require that "extension," the contractors consenting, in the event of this concession being made, to receive subsidies for the extended time calculated according to the scale in the schedule to the permanent contract.

4. This Government, on the recommendation of Mr. Samuel, has decided to comply with the contractors' request; and this decision, conjointly with that of New Zealand, has been communicated to them accordingly, as suggested in Mr. Vogel's memorandum.

I have, &c.,
HENRY PARKES.

No. 5.

THE POSTMASTER GENERAL to H. H. HALL, Esq., SYDNEY.

General Post Office,
Sydney, 14 March, 1874.

Sir,

Adverting to your letter dated London, 27th November, 1873, addressed to the Honorable Saul Samuel, Postmaster General of New South Wales, and Thomas Russell, Esq., Special Agent for the Postmaster General of New Zealand, requesting, on behalf of the contractors for the Californian Service, permission to continue the temporary service for two or three months over the contract time, the 27th November, 1874 (should the contractors from unforeseen circumstances require such extension), I have the honor to inform you that the Governments of this Colony and New Zealand have agreed to such concession being made, the contractors receiving subsidies for the extended time, calculated according to the scale in the schedule to the permanent contract.

I have, &c.,
SAUL SAMUEL.

No. 6.

MR. H. H. HALL to THE POSTMASTER GENERAL.

Australasian and American Mail Steamship Company,
Sydney, 16 March, 1874.

Sir,

I have the honor to acknowledge the receipt of your letter dated 14th instant. Permit me to thank you and the Government of New Zealand for your generous concession therein contained.

H. H. HALL.

No. 7.

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No. 7.

THE HONORABLE HENRY MOORE, AGENT OF THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY, SYDNEY, to THE POSTMASTER GENERAL, SYDNEY.

Peninsular and Oriental Steam Navigation Company,
Sydney, 24 September, 1874.

SIR,

I do myself the honor of addressing you with reference to our interviews on the subject of the San Francisco Mail Service.

After seeing you on 16th instant I telegraphed to the Managing Directors of this Company for authority to treat here for a contract, in event of the necessity arising for a new arrangement and of the Government determining to do this without public tender; to which they replied, under date 21st instant, that they could not authorize negotiations here, but would receive communications from the Agent General in London.

I beg leave to suggest, therefore, that should it be determined to contract without tender, the Agent General be requested to intimate this to the Company as early as practicable. Should tenders be advertised for, I take it this would be made known in London as well as Sydney, when they would have the opportunity of offering in this way should they so desire it.

I have, &c.,
HY. MOORE,
Agent.

Acknowledge receipt, and prepare copy for Mr. Russell.—S.S., 28/9/74.

No. 8.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE HONORABLE HENRY MOORE, AGENT, PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 1 October, 1874.

SIR,

I am directed to acknowledge receipt of your letter, dated 24th ultimo, requesting that, in the event of it being determined to contract without tender for the conveyance of the mails *via* San Francisco, the Agent-General for this Colony may be instructed to intimate the intention of the Government to the Peninsular and Oriental Steam Navigation Company.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 9.

THE POSTMASTER GENERAL to THE DIRECTORS OF THE AUSTRALASIAN STEAM NAVIGATION COMPANY.

General Post Office,
Sydney, 2 October, 1874.

GENTLEMEN,

Referring to the several communications I have had with you respecting the San Francisco Mail Service, I now enclose to you a printed copy of the permanent contract made with this Government and that of New Zealand, for the performance of that service, and I shall be glad to know whether your Company are prepared to carry out the service in accordance with the conditions of that contract, if the present contractors should fail to do so, and on what terms.

I am, &c.,
SAUL SAMUEL.

No. 10.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY to THE POSTMASTER GENERAL.

Australasian Steam Navigation Company,
Sydney, 2 October, 1874.

SIR,

I have the honor to acknowledge receipt of your letter of this date, and in reply I am instructed to inform you that the Australasian Steam Navigation Company are not disposed to undertake the postal service between this and San Francisco in accordance with the conditions of the contract, copy of which you enclosed, but would be prepared to contract for such a service with certain modifications, and would suggest that if you would receive a deputation of the Board, an understanding, in regard to these modifications, might be arrived at.

I have, &c.,
FRED. PHILLIPS,
Secretary.

No. 11.

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL.

Australasian Steam Navigation Company,
Sydney, 16 October, 1874.

SIR,

My Board will have the honor of waiting upon you at the Colonial Secretary's Office to-morrow morning, at the hour named in your favour of this date.

I have, &c.,
FRED. H. TROUTON,
Manager.

Seen by Postmaster General.—S.H.L., 22/10/74.

No. 12.

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No. 12.

THE AUSTRALASIAN STEAM NAVIGATION COMPANY TO THE POSTMASTER GENERAL, NEW SOUTH WALES,
and THOMAS RUSSELL, THE REPRESENTATIVE OF NEW ZEALAND.

Australasian Steam Navigation Company,
Sydney, 17 October, 1874.

GENTLEMEN,

I do myself the honor, under instructions from the Board of Directors, to inform you that this Company is willing to perform a four-weekly Mail Service to and from Sydney and San Francisco, *via* Auckland and Honolulu, with steamers of not less than 2,000 tons gross register, steaming not less than 11 miles per hour, for a term of eight years, beginning from commencement of running the first boat from Sydney, for a subsidy of £75,000 per annum, with penalties and bonuses to be arranged; or the Company is prepared to carry on a similar service *via* Fiji instead of Auckland, for a subsidy of £70,000 per annum, it being understood that in either case the same privileges which were allowed the previous contractors by your Governments will be conceded to this Company.

I have further the honor to say that, contingent upon the acceptance of either the foregoing offers, the Company are willing to undertake the Temporary Service for £6,500 per voyage to and from San Francisco with the boats now engaged in that service, or vessels of equal capacity and power.

I have, &c.,
FRED. H. TROUTON,
Manager.

No. 13.

THE POSTMASTER GENERAL OF NEW SOUTH WALES and THE REPRESENTATIVE OF THE GOVERNMENT
OF NEW ZEALAND TO THE MANAGER OF THE AUSTRALASIAN STEAM NAVIGATION COMPANY.

Colonial Secretary's Office,
Sydney, 23 October, 1874.

SIR,

We have the honor to acknowledge the due receipt of your letter of the 17th instant, conveying to us the offer of your Directors to undertake a Mail Packet Service by ships of 2,000 tons, and a speed of 11 miles per hour, between Sydney and San Francisco, calling at Auckland and Honolulu, for a subsidy of £75,000 per annum, or a similar service between the same terminal ports *via* Fiji and Honolulu for £70,000 per annum.

2. These offers have received our anxious consideration, and Mr. Russell has postponed his departure from Sydney in order to join more fully in the examination of the questions which had to be determined in the interest of both Colonies; and we regret to say that we cannot see our way to the co-operation of our respective Governments in accepting either of the offers submitted to us.

3. While giving our attention to your communication, other circumstances have assumed a more definite character, which now render it advisable to defer entering into a permanent contract for some short time to come. For this reason we are prepared at once to extend the present contract of your Company from three to nine months, if by so doing we can render the interim service more efficient and less costly.

4. We desire to add, that the permanent service, when a contract is sought to be made, will be open to the tenders of the Australasian Steam Navigation Company.

We have, &c.,
SAUL SAMUEL,
THOMAS RUSSELL.

No. 14.

TELEGRAM from H. H. HALL, LONDON, to POSTMASTER GENERAL, SYDNEY, dated 22 October, 1874.

POWERFUL combination Pacific Railway, secured capital half million, will accept permanent contract, Government guaranteeing five per cent.

TELEGRAM from RUFUS HATCH, Esq. (MANAGING DIRECTOR, PACIFIC MAIL STEAMSHIP COMPANY),
to HIS EXCELLENCY THE GOVERNOR OF NEW SOUTH WALES, dated 13 October, 1874.

PACIFIC Mail Steamship Company will put on monthly line first-class steamers between Sydney and San Francisco, *via* Honolulu, for one hundred thousand pounds from Australia, payable monthly.

No. 15.

G. R. DIBBS, Esq., to THE COLONIAL SECRETARY.

Sydney, 7 November, 1874.

MY DEAR SIR,

I am about telegraphing to my friends in New York, on matters of commercial business, and should like to advise the President of the Pacific Mail Company that the Government intends calling for tenders for the Pacific Mail Service, if the information conveyed would be correct.

Can

Can you supply me with such data as would lead my constituents to be in anticipation of receiving at my hands an early cablegram to the effect that tenders will be called.

I would like you to understand that this note is to be considered strictly private, and that it is written without any political meaning or significance, but simply to give to possible tenderers some idea of what is going on.

I am, &c.,
GEORGE R. DIBBS.

To be recorded, with copy of reply, and then sent to Postmaster General for information.—H.P.,
7/11/74.

No. 16.

THE COLONIAL SECRETARY to G. R. DIBBS, Esq.

Colonial Secretary's Office,
Sydney, 7 November, 1874.

MY DEAR SIR,

I am in receipt of your letter of this date, desiring to be supplied with information which will enable you to telegraph to the President of the Pacific Mail Company the intentions of the Government in respect to the Pacific Mail Service, and assuring me that your letter is written without any political meaning or significance. I am not at the present moment in a position to afford you the information you seek. I may, however, say that the Government is impressed with the belief that the service would be likely to be performed most satisfactorily by Australian contractors, to whom personal inquiry and supervision would be at all times practicable, but that the contract will be open to England and America as well as Australia, in view of securing efficiency and economy.

Not for a moment doubting that I am dealing with an honorable man, I cannot suppose that your letter has any political meaning or significance, which it cannot possibly have in any legitimate relation to your inquiry.

I remain, &c.,
HENRY PARKES,

No. 17.

THE PACIFIC MAIL STEAMSHIP COMPANY to THE POSTMASTER GENERAL, NEW SOUTH WALES.

Agency, Pacific Mail Steamship Company,
San Francisco, 10 October, 1874.

SIR,

Learning that the Contractors for the Mail Service from your Colony to this Port are unable to carry out their engagements, and judging from the very able speech of your Colonial Secretary (Hon. Mr. Parkes), made at Victoria Theatre on 18th August last, that you find the line a necessity, and desiring its continuance, we write to say that if arrangements mutually satisfactory can be made, we are willing to give you a monthly line of steamers, and pledge ourselves to perform the service in a manner befitting its importance. Our facilities for doing so are perhaps better than those of any other Company.

We own and have running thirty-five (35) steamships, second to none afloat in safety, comfort, speed, equipment, and cuisine, with an aggregate of about 100,000 tons.

The Company has been in existence twenty-five (25) years, and is now carrying out successfully a ten years' contract with the United States Government, for a bi-monthly service between this country and China and Japan.

Knowing that your recent experience with American lines has been most unsatisfactory, we are the more anxious to demonstrate that this Company is fully able to establish permanently just such a line between Australia, New Zealand, and this country, as the large and increasing trade and travel demand.

We may briefly state that our steamers range from 3,000 to 4,000 tons, and that our dock, plant, workshops, and storehouses (bonded and free), are on a scale commensurate with our business.

The track of the Central Pacific Railroad runs down on our wharf, so that overland freight can be transferred from steamers to cars with the least possible delay.

If the nature of the merchandize will not admit of railroad rates, we have steamers of large tonnage running every fortnight to Panama, and connecting at Colon (Aspinwall) with our Atlantic steamers running to New York; also with Royal Mail Steam Packet Company, and West India S. S. Co. to Liverpool, Hamburg American Packet Co. to Germany, and Compagnie Générale Trans-Atlantique to France.

At Panama we connect with the Pacific Steam Navigation Company, running to all South American ports, and at this port with lines running as far north as Vancouverland, and with our own branch line to all Mexican and Central American ports.

By arrangement with these connecting lines we issue through bills of lading, and can contract to carry either passengers, freight, or treasure, from Sydney to all ports in China, Japan, British Columbia, Oregon, Mexico, and Central and South America, as well as to all the principal European ports, without further trouble to your shippers after they receive their bills of lading.

We have requested Hon. Mr. Okney, late Member from West Melbourne, Victoria, who is here on a visit and leaves by this opportunity, to call upon you. He has seen and inspected our ships and property here, and can post you fully regarding same.

We shall be most happy to hear from you on this subject.

Very respectfully,
TAYLOR & COX,
Agents, P. M. S. S. Co.

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No. 18.

THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to MESSRS. TAYLOR & COX, SAN FRANCISCO.

General Post Office,
Sydney, 20 November, 1874.

GENTLEMEN,

I am directed to acknowledge the receipt of your letter, dated the 10th ultimo, and to thank you for the offer it contains of the services of the Pacific Mail Steamship Company, in connection with the conveyance of mails between Sydney and San Francisco.

I am to state, that the time for the commencement of the contract for the permanent service between the Colonies of New South Wales and New Zealand and California will not expire until February next, when, should the contractors fail, offers will be invited for the performance of the service, and the Pacific Mail Steamship Company will be afforded an opportunity of tendering.

I have, &c.,
S. H. LAMBTON,
Secretary.

No. 19.

RUSSELL-SAMUEL AGREEMENT.

The Californian Mail Service.—Memorandum.

THE undersigned being authorized to act respectively for the Governments of New South Wales and New Zealand, have considered the offers made by the Australasian Steam Navigation Company, under date October 17th, 1874, to undertake a steam packet service between San Francisco and Sydney, *via* Honolulu and Auckland, or between the same ports *via* Honolulu and Fiji, and they find that it is not practicable for the two Colonies to unite in accepting either of these offers. While these and other matters relative to the Pacific Mail Service have been under consideration, counsel's opinion has been obtained as to the position of the two Governments as parties to the "permanent contract" with Messrs. Hall and Forbes; and with that opinion before them, the undersigned feel restricted from taking any step to commit their respective Governments to a new permanent contract until February, 1875. The contractors having now completely failed to carry on the "temporary service," the undersigned consider that the most advisable course will be to improve in the most effective manner the interim service now being performed in its stead by the A.S.N. Company, and, at the same time, to relax no effort to enforce payment of the penalty of twenty-five thousand pounds for failure of contract by Messrs. Hall and Forbes. In view of the future, the Government of New South Wales insists that any service entered into by the two Colonies for a term of years shall embrace Fiji, and shall not be impaired by any divergence from the direct route between Sydney and San Francisco, calling at Fiji and Honolulu; and the Government of New Zealand strongly objects to the divergence from the direct route between New Zealand and San Francisco, which calling at Fiji necessitates, and consents to that divergence only on condition that the terminus in New Zealand shall be Port Chalmers, on account of the populous and important character of that part of the Colony. At the same time, the balance of testimony goes to show that a service of the requisite speed, punctuality, and comfort to passengers, can only be performed by ships of large capacity, at least 2,500 tons gross register; and it appears highly desirable that the cost of subsidizing ships of this character should be borne equally by both Colonies. The undersigned therefore agree, on behalf of their respective Governments, to unite in establishing and maintaining a mail service to San Francisco on the following conditions:—

1. The two Governments will use their utmost efforts to have the contract (hitherto known as the "permanent contract") made between the undersigned and Messrs. Hall and Forbes, on the 27th day of November, 1873, carried out without alteration.

2. In the event of the present contractors failing to carry out their contract within the extended time agreed upon, the two Governments will unite to enforce payment of the amount secured to the Governments by bond from the sureties.

3. In the event of failure, as indicated in section 2, and other competent persons declining to undertake the "permanent contract," as made on the 27th November, 1873, the two Governments agree, should it be found to be absolutely necessary, to modify the terms thereof so far as to accept a speed of eleven knots, an extended period of eight years, and an increase of subsidy, which, however, shall not exceed £90,000 per annum, without reference to the respective Governments.

4. The ships to be employed shall not be of an inferior class to the ships proposed to be employed in the "permanent contract."

5. The new permanent service may fork at Fiji, as provided for by the contract of 27th November, 1873, or the ships from Port Chalmers may run through to San Francisco, and the ships from San Francisco run through to Sydney, or other modifications in that respect may be made at the option of the contractors, subject to the approval of the two Governments.

6. The two Governments agree to continue and maintain at their joint expense, and in equal shares, the best service procurable until a thoroughly efficient permanent service, as indicated in the foregoing sections, can be established. The ships calling at Auckland and at a port in Fiji (as may be agreed upon), with a branch steamer between Port Chalmers and Auckland; but this arrangement for a temporary service may be abandoned by either Government, should it be found impossible, by the end of June, 1875, to obtain the permanent service stipulated for within the limits prescribed by this memo.

7. The two Governments also agree, in the event of their establishing a new permanent service, to bear in equal proportions all special expenditures already incurred by either for the conveyance of mails in consequence of the failure of Messrs. Hall and Forbes to carry on the temporary service, and including the sum of three thousand pounds advanced to the contractors by the Government of New South Wales.

8. Each of the two Governments shall appoint an accredited representative to meet and co-operate in England, in February next, with full powers to do all that is necessary to complete a contract for an

efficient service from Sydney in New South Wales and from Port Chalmers in New Zealand, upon the plan prescribed in the "permanent contract" before referred to, and to recover the penalties incurred by the failures of Messrs. Hall and Forbes.

9. Should the two Governments ultimately find it impracticable to join in establishing a permanent service, the provisions contained in section 7 of this memorandum shall have no effect, but each Government shall in such case bear its own losses in respect to the expenditure therein referred to.

10. Notwithstanding anything said in this memorandum, it is agreed that, in establishing the new permanent service, preference shall be given to an Australasian Company, all other things being equal.

SAUL SAMUEL,

For the Government of New South Wales.

Sydney, October 23rd, 1874.

THOMAS RUSSELL,

For the Government of New Zealand.

No. 20.

MINUTE—POSTMASTER GENERAL, AS TO INSTRUCTIONS TO BE SENT TO THE REPRESENTATIVE OF THE COLONY IN LONDON.

MINUTE suggesting Instructions to the Representative of the Colony in London with reference to the San Francisco Mail Service, and forwarding Memorandum of the manner in which it is proposed to invite tenders in the Australasian Colonies.

It will become necessary, supposing the contractors fail to have a steamer at Sydney or Port Chalmers on the stipulated dates, viz., the 13th or 9th February next respectively, ready to convey the mails to San Francisco, that the representatives of the Colonies in London should at once confer, with the view of making provision for the performance of the service in terms of the Agreement (copy herewith), dated the 23rd October, 1874, made between Mr. Russell and myself.

I would suggest, however, that in taking the contract of Messrs. Hall and Forbes as a basis of a new contract, our representative should be instructed to endeavour if possible to secure to the Colonies the right to retain all subsidies which may be obtained in aid of the service, instead of permitting the contractors to receive certain subsidies, as is allowed by the fourteenth clause of the contract of Messrs. Hall and Forbes, copy of which is enclosed.

In the event of the contractors not having a steamer in readiness on either of the dates specified above, a telegram will be sent hence to the representatives in England, who should then lose no time in inviting fresh tenders for the service in England and America, tenders being also called by advertisement in this and the adjacent Colonies, to be published by the Government here.

To secure uniformity with regard to the conditions of tender, and to avoid unnecessary expense in telegraphing, I annex a memorandum which I propose, subject to any modifications the representatives may decide upon and which they may telegraph to this Government, to adopt as the basis of the advertisement to be published in these Colonies. I purpose to let tenderers here understand that, subject to the modifications herein proposed, including the retention of foreign subsidies by the Governments, the conditions will be the same as those in Messrs. Hall and Forbes's contract of 27th November, 1873.

As the communication herein suggested to be sent to the representative of this Colony will probably not reach London until the 13th February, the date on which it would become necessary to telegraph to London the contractor's failure in the event of such failure occurring, I propose that, before inviting tenders here, this Government shall await the receipt of a telegram from the London representative, intimating the assent or otherwise of the two representatives to the modes in which I propose to invite tenders in the Colonies, the date which they fix for receipt of tenders, the conditions, and any modifications of my proposals they may determine upon. It will be desirable to request the representative to send such telegram as soon as possible after receipt of these instructions, in order that persons or companies in the Colonies may have ample opportunity for tendering.

The attached communication, dated the 10th October, 1874, which has been received from the Pacific Mail Steamship Company, and the reply thereto, dated the 20th November, 1874, which relate to this service, should be forwarded for the information of the representatives.

SAUL SAMUEL.

General Post Office, Sydney,
22nd December, 1874.

[Enclosures in foregoing.]

MAIL CONVEYANCE BETWEEN NEW SOUTH WALES AND NEW ZEALAND AND SAN FRANCISCO.

TENDERS to be received at this office, and at the offices of the Agents General of New South Wales and New Zealand, up to on the next, for the conveyance of mails once in every four weeks, for the term of eight years from commencement of the service, by any of the following routes:—

No. 1. San Francisco and the Colonies of New South Wales and New Zealand, *via* Honolulu and Fiji. The vessels conveying the mails from San Francisco to proceed *alternately* to New South Wales and to New Zealand, and the mails for New South Wales or New Zealand, as the case may require, to be transhipped, at a port in Fiji, into and conveyed by another vessel of equal capacity and power, to the Colony. The vessels conveying the mails to San Francisco to proceed thither *alternately* from New South Wales and from New Zealand, and the mails from New South Wales or New Zealand, as the case may require, to be conveyed in another vessel of equal capacity and power to a port in Fiji, and to be there transhipped into and conveyed by the vessel going to San Francisco. The New South Wales mails to be delivered at and dispatched from the port of Sydney, and the New Zealand mails to be delivered at and dispatched from the ports of Port Chalmers, Lyttelton, Wellington, and Auckland respectively, and in passing Hawke's Bay the mail vessel (weather permitting) to call off Napier to deliver and receive mails to and from that place, the said last-mentioned mails to be delivered to and received from a steam launch to be provided by the Postmaster General of New Zealand, and the contractors to convey with the mails from or to San Francisco any local mails between the said ports of New Zealand respectively as may be required by the Postmaster General of New Zealand to be so conveyed.

No.

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No. 2. Sydney and San Francisco *via* Fiji and Honolulu, with branch service between Fiji and Port Chalmers by way of the New Zealand Ports mentioned in route No. 1.

No. 3. Sydney and San Francisco *via* Fiji and Honolulu.

Tenderers to state the amount for which they will undertake to convey the mails respectively, at the rate of 11 knots, 11½ knots, or 12 knots per hour, including stoppages, and the date upon which they will be prepared to commence the service.

Information concerning the conditions of agreement and all other particulars to be obtained on application at this office, or at the offices of the Agents General for the Colonies, in London.

Letter from the Pacific Mail Steamship Company, dated 10 October, 1874. See No. 17.

No. 21.

THE COLONIAL SECRETARY TO THE AGENT GENERAL FOR THE COLONY.

New South Wales.

Colonial Secretary's Office,

Sydney, 24 December, 1874.

SIR,

I have the honor to enclose minute from my colleague the Postmaster General with reference to negotiations to be entered into in London in February next, for a permanent mail service between this Colony and New Zealand and California.

2. Mr. Thomas Russell has proceeded to England as the representative of New Zealand in this business, and it was intended by this Government to send a special Commissioner from Sydney to act with him on behalf of New South Wales; but circumstances have now rendered this course impracticable, and you are desired to invite Sir Daniel Cooper to undertake this duty.

3. I will myself write to Sir Daniel Cooper by next mail. In the meantime, the papers now enclosed as per schedule hereto, with a copy of contract made with Messrs. Hall and Forbes, will afford sufficient information for his guidance.

4. In the possible event of Sir Daniel Cooper, from pressure of his engagements or other cause, declining to act, you will apply to Mr. Donald Larnach, who will, with such assistance as you may be able to afford him, I feel assured, consent to act.

5. You will observe that one of the papers appended is a copy of Agreement between Mr. Samuel and Mr. Russell, made in Sydney, which must necessarily form the basis of negotiations between New Zealand and this Colony.

6. You will also observe, that a copy of letter from the Pacific Mail Steamship Company to this Government is enclosed, which Mr. Samuel considers will be of value to the negotiators.

7. The Postmaster General supplies specimen conditions of tender, and these embrace three different services, one of which is for a line direct between Sydney and San Francisco. It is considered that tenders ought to be invited for this independent service, so that the Government may obtain the advantage of accurate knowledge as to its cost, in the event of the two Colonies failing to complete contract for united service, and I cannot see that New Zealand can object to our calling for separate tenders for this purpose.

8. It is proposed that tenders be called in England and in the Colonies at the same time,—the necessary information to enable this to be done to be supplied from London by wire.

I have, &c.,

HENRY PARKES.

SCHEDULE.

1. Copy Memorandum of Agreement between the Honorable Saul Samuel, C.M.G., and Thomas Russell, Esq.
2. Copy of Letter from the Pacific Mail Steamship Company to the Honorable the Postmaster General of New South Wales. See No. 17.
3. Minute by the Honorable the Postmaster General.
4. Proposed Tenders.

No. 22.

MEMORANDUM BY SECRETARY, GENERAL POST OFFICE, SYDNEY.

THE 5th clause of the permanent contract with Messrs. Hall & Forbes provides that the steamers shall leave Sydney at the times fixed by the Postmaster General. Should not the contractors, or their agents here, if they have any, be informed of the date on which they will be expected to have a steamer in readiness for despatch from Sydney, namely, the 27th instant?

S.H.L., 1/2/75.

No. 23.

MINUTE OF POSTMASTER GENERAL ON ABOVE.

THIS appears to me to be necessary. Shall be glad if the Crown Solicitor will favour me with his opinion as to the proper course to be pursued, and if a telegram should be sent to England to give notice to contractors.

S.S., 2/2/75.

[Enclosure.]

Minute of Attorney General on same.

If the contractors have any agent here, it would be well to give him notice *at once* that the contractors will be required to have steamer here for despatch on 27th instant. In addition to this, whether there be any such agent here or not, a similar notice should at once be given to the contractors or their agent in England—I presume through the Agent General.

J.G.L.I., A.G.,

2/2/75.

No. 24.

No. 24.

THE CROWN SOLICITOR TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 3 February, 1875.

SIR,

I have the honor to return your memo. of date the 2nd instant, with reference to the permanent contract with Messrs. Hall & Forbes for the mail service between San Francisco and the Colonies, and the papers received therewith, and to state that Mr. Attorney General Innes has written an opinion in the matter, which you will find upon the paper on which your memo. is written.

I have, &c.,
JOHN WILLIAMS.

No. 25.

THE POSTMASTER GENERAL TO MESSRS. HALL AND FORBES.

General Post Office,
Sydney, 3 February, 1875.

GENTLEMEN,

I hereby give you notice as Postmaster General of New South Wales, and on behalf of the Postmaster General of New Zealand, that the three months' extension of time allowed to you for the commencement of the permanent contract for the San Francisco Service will expire on the 27th instant, and that the following dates have been fixed for the commencement of the permanent service, viz.:—Leave San Francisco, 28th February, 1875; leave Sydney, 6th March, 1875; Port Chalmers, 2nd March, 1875.

I have, &c.,
SAUL SAMUEL.

(Memo. in reference to above.)

I have to state that I this day delivered the letter for Messrs. Hall and Forbes, mail contractors, care of W. Buyers, Esq., at No. 23, Bridge-street, Sydney, and gave the same into the hands of J. H. Williams, the Acting United States Consul.—R. H. CRANKHORN, 3/2/1875.

No. 26.

THE POSTMASTER GENERAL TO T. RUSSELL, ESQ., LONDON. (Telegram.)

Sydney, 4 February, 1875.

SEE contract. Permanent service should commence 28th February, not 13th as mentioned in letter. Notice should immediately be given contractors in England of times fixed by Postmasters General of both Colonies. Leave Frisco, 28th February; Sydney, March 6th; Port Chalmers, March 2nd. Telegraph concurrence, that notice may be given Agent here.

SAUL SAMUEL.

(Memo.)

Copy of the above forwarded by Mr. Samuel to Mr. Parkes for the purpose of its being communicated to Sir D. Cooper, 4/2/75, and telegram sent accordingly by the Colonial Secretary on the same day.

No. 27.

MINUTE OF THE POSTMASTER GENERAL AS TO THE POSITION OF THE SAN FRANCISCO MAIL SERVICE.

IMMEDIATELY it became apparent that Hall and Forbes's contract for the temporary service between Sydney and New Zealand and San Francisco had broken down, the Government deemed it their duty at once to make provision for the continuance of this mail service, and, after considerable negotiation, a contract was entered into with the Australasian Steam Navigation Company, as the only persons competent to undertake it, for a trip to San Francisco and back by way of Fiji, to be performed by the "City of Melbourne." The cost of this contract was £3,000 per lunar month.

We also telegraphed to the New Zealand Government informing them of the break-down of Hall and Forbes, and proposed to them to join with us in the continuance of the service. At first the Government of that Colony decided to withdraw from the Pacific line, and telegraphed instructions to the London Post Office to send no more mails by that route; but after the exchange of further correspondence and telegrams; that Government agreed that Mr. Russell should visit Sydney for the purpose of consulting with this Government upon the future course of action. Before Mr. Russell arrived however, the date fixed in the time-table for the departure of the next mail drew near, and, although some negotiation had taken place with the Australasian Steam Navigation Company relative to a future contract, it was thought undesirable to take any steps to conclude a contract until Mr. Russell arrived; but this Government, still impressed with the desirability of continuing the service, made a contract for another trip to San Francisco and back *via* Fiji, the steamer to be employed on this occasion being the "Cyphrenes," chartered for the purpose by the Australasian Steam Navigation Company from the owners, the amount to be paid being £3,000 per lunar month. It was provided, having in view the probability of New Zealand joining in the service, that in the event of instructions to that effect being telegraphed to San Francisco, the "Cyphrenes" was to return *via* Auckland. Mr. Russell arrived shortly after the departure of the "Cyphrenes," and, after lengthy consultations and considerable difficulty, an agreement, which is hereto attached was signed on the 23rd October last, by Mr. Russell and myself, and in pursuance thereof and with Mr. Russell's concurrence, a contract for three months was made with the Australasian Steam Navigation Company for a mail service between Sydney and San Francisco, *via* Auckland and Honolulu. The steamers to be employed were the "Mikado," "Macgregor," and "Cyphrenes," chartered for the purpose from the owners, payment to be shared by the two Colonies, and to be at the rate of £3,750 per trip for the "Cyphrenes" and "Macgregor," and £1,000 per trip for the "Mikado." † In further accordance with the agreement, telegraphic instructions

instructions were sent to San Francisco for the "Cyphrenes" to return *via* Auckland. This contract having been arranged, it was thought advisable to take counsel's opinion as to whether, consequent on Hall and Forbes's failure to carry out the temporary contract, it was open to the two Governments at once to invite tenders for the permanent service, which Hall and Forbes were bound to commence in February, and to arrange for a new contract accordingly to commence at the termination of the three months' contract with the Australasian Steam Navigation Company, which would be in December. A case for counsel's opinion was drawn up, which, together with the opinion, will be found amongst the papers connected with this mail service. Mr. Davis advised that the breaches of the temporary contract which had taken place did not necessarily amount to a breach of the permanent contract, and that it was, therefore, open to Hall and Forbes to take up the latter contract at the appointed time (February) if so disposed. Mr. Davis accordingly advised that the Governments of this Colony and New Zealand were not justified in entering into a new permanent contract until contractors had failed themselves to commence the permanent service.

Still, having in view the continuance of the Pacific Service without interruption, and bearing in mind that the last steamer under the three months' contract with the Australasian Steam Navigation Company was to leave Sydney on the 19th December, it was determined to endeavour to make a further contract to continue the service, and after protracted negotiations with the Australasian Steam Navigation Company (which once fell through) and with other parties, a contract was at length arranged with the Australasian Steam Navigation Company for seven trips to San Francisco and back, *via* Auckland, for the sum of £4,000 per trip, the steamers to be employed being the "Mikado," "Macgregor," "Cyphrenes," and the "City of Melbourne." This contract, which has only just been executed, is with the other papers, and it will be necessary, I think, that copies of it be sent to the New Zealand Government, and also laid before our Parliament. The particulars of the contract have, however, been already communicated to the New Zealand Government.

In terms of the 8th section of the agreement with Mr. Russell, that gentleman proceeded to London to represent the New Zealand Government. The state of Sir Charles Cowper's health rendering it doubtful whether he would be able to undertake the duty on behalf of this Colony, Sir Daniel Cooper was deputed to represent this Government in arranging the permanent contract.

Instructions have been sent to Sir Daniel Cooper, a copy of which is annexed, and I suggest that the particular attention of our successors be directed to that portion which relates to the steps to be taken in this Colony and England in the event of the contractors, Hall and Forbes, failing to provide a steamer to leave Sydney on the 13th instant, or Port Chalmers on the 9th instant.

The foregoing is merely a brief statement of the principal points in connection with this mail service. The papers themselves give the fullest information, not only with regard to the failure of Hall and Forbes, but to the negotiations which have taken place from time to time with the Australasian Steam Navigation Company and others for the continuance of the service.

SAUL SAMUEL.
3rd Feby., 1875.

- * "City of Melbourne" left on 29th August.
- † "Cyphrenes" left on 26th September.
- ‡ "Mikado," first steamer under this contract, left 24th October.
- § Some in this office, and others in that of the Colonial Secretary.

No. 28.

THE PRINCIPAL UNDER SECRETARY TO THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Sydney, 8 February, 1875.

SIR,

I am directed by the Colonial Secretary to state, for the information of the Postmaster General, that His Excellency the Governor, with the advice of the Executive Council, has been pleased, by a Commission, bearing date the 1st instant, to appoint Sir Daniel Cooper, Baronet, to act on behalf of the Government of this Colony, with Thomas Russell, Esquire, or any other duly appointed representative of the Government of New Zealand, in negotiating for a Steam Postal Service between Sydney and San Francisco and between San Francisco and Sydney, and between New Zealand and San Francisco and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the ports of Honolulu in the Sandwich Islands and Kandavau in the Fiji Islands, in accordance with instructions already addressed to the Agent General, the terms of the permanent contract with Messrs. Hall and Forbes of 27th November, 1873, to form the basis of such negotiations.

I have, &c.,
HENRY HALLORAN.

Submitted—S.H.L., 11/2/75.
Seen.—J.F.B., 12/2/75.

No. 29.

TELEGRAM FROM AGENT GENERAL FOR NEW SOUTH WALES, LONDON, TO COLONIAL SECRETARY, SYDNEY.

London, 10 February, 1875.

COUNSEL advise notice signed by both Postmasters or nominee under 27th clause, execute instrument delegating power to nominee here. Telegraph when done naming nominee. Send instrument by first mail. Dates to be as in your telegram of fourth.

Minute of Postmaster General on above.

REQUEST Crown Solicitor to prepare document appointing to act as nominee on behalf of Postmaster General of New South Wales in all matters relating to permanent mail contract *via* San Francisco.—J.D., 13/2/75.

Urgent. The Crown Solicitor.—B.C., 13/2/75. S.H.L.

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No. 30.

TELEGRAM from the Representative of New Zealand and the Agent General for New South Wales, London, to Colonial Secretary, New South Wales. Telegram sent 9 February; received 11 February, 1875.

SOLICITORS advise counsel settle notice for service, contractors personally. Are you advised? Notice necessary this month.

Next Cabinet.—J.R., 12/2/75.

No. 31.

THE CROWN SOLICITOR to THE SECRETARY, GENERAL POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney, 18 February, 1875.

SIR,

I have the honor to return the papers forwarded to me as instructions to prepare a delegation of the powers of the Postmaster General under the contract for the permanent mail service to San Francisco, and to forward a draft of the proposed form of delegation.

I should have submitted the draft to the Attorney General and forwarded the fair copy for the signature of the Postmaster General, but I understand from your message that you are desirous of submitting it to the Honorable the Colonial Secretary.

If you will return it when perused by the Honorable the Colonial Secretary, I will have a copy for signature made and forwarded to you.

I have, &c.,
JOHN WILLIAMS.

No. 32.

THE CROWN SOLICITOR to THE SECRETARY, POST OFFICE, SYDNEY.

Crown Solicitor's Office,
Sydney 19 February, 1875.

SIR,

I have the honor to return the papers which were handed to me this morning by the Honorable the Postmaster General relating to the permanent contract for the San Francisco Mail Service, and to forward an engrossment of the delegation, to be signed by the Postmaster General.

The Attorney General, to whom I have submitted these papers, advises that the operative words of the delegation should be forwarded to the Colonial Agent in London, by telegram, and has drafted the form of telegram to be sent, a copy of which I forward herewith.

I have, &c.,
JOHN WILLIAMS.

[Enclosure.]

POSTAL CONTRACT.

I think it will be advisable, as soon as the delegation of powers under the Mail Contract is signed, to send a telegram to the Agent General, which might be in these words:—

"A delegation, in writing, under the permanent contract has been this day signed (see paragraph twenty-seven of contract) by the Postmaster General, and will be forwarded by the mail leaving tomorrow. The operative words are as follows:—'Now know ye that I, the said John Fitzgerald Burns, the Postmaster General of the Colony of New South Wales, do hereby as such Postmaster General, by this writing under my hand, give, grant, and delegate unto the said Sir Daniel Cooper all, every, and any the powers, both joint and several, vested in me as the Postmaster General of the Colony of New South Wales, under and by virtue of the said recited articles of agreement; and I, as such Postmaster General, further authorize and empower the said Sir Daniel Cooper, either in my name as the Postmaster General of the said Colony, or in the name of the Postmaster General for the time being of the said Colony, and either solely or conjointly with the Postmaster General for the time being of the Colony of New Zealand, to do all acts, deeds, matters and things whatsoever in respect of the said contract, and of each and every matter or thing in any way connected therewith which, under the said recited articles of agreement, the Postmaster General of the Colony of New South Wales is authorized to do, solely or conjointly, with the Postmaster General of the Colony of New Zealand.' Ask counsel if this will be sufficient? Telegram reply without delay."

W. B. D.,
Attorney General.
19/2/75.

Document herewith signed by me, which I recommend be transmitted to the Agent General, by the outgoing mail, *via* Brindisi.

I also annex the telegram which the Attorney General advises should be sent *at once* to the Agent General.—J.F.B., 19/2/75.

The Principal Under Secretary, B.C., 19/2/75.—S.H.L. Urgent.

Telegram to Agent General, in terms of the Attorney General's opinion enclosed in Crown Solicitor's letter, dated 19 February, 1875. Sent.—20/2/75.

No. 33.

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No. 33.

THE COLONIAL SECRETARY TO THE AGENT GENERAL, NEW SOUTH WALES.

Colonial Secretary's Office,
Sydney, 20 February, 1875.

SIR,

Referring to a telegram received from you on the 12th instant, I have now the honor, in compliance therewith, to forward herewith the necessary instrument, under the hand of the Postmaster General of this Colony, delegating to Sir Daniel Cooper the powers vested in him under the permanent contract of 27 November, 1873, with Messrs. Hall and Forbes for the mail service between Sydney and San Francisco. 19 Feb., 1875.

I have, &c.,
JOHN ROBERTSON.

[Enclosure.]

Instrument in terms of Attorney General's opinion, dated 19/2/75. Vide No. 32.

No. 34.

THE COLONIAL SECRETARY, NEW SOUTH WALES TO THE AGENT GENERAL, LONDON.

Colonial Secretary's Office,
Sydney, 19 February, 1875.

SIR,

I have the honor to inform you that the following telegram was this day forwarded to your address:—"A delegation in writing under the permanent contract has been this day signed (see paragraph twenty-seven of contract) by the Postmaster General, and will be forwarded by the mail leaving tomorrow. The operative words are as follows:—"Now know ye, that I, the said John Fitzgerald Burns, the Postmaster General of the Colony of New South Wales, do hereby, as such Postmaster General, by this writing under my hand, give, grant, and delegate unto the said Sir Daniel Cooper all, every, and any the powers, both joint and several, vested in me as the Postmaster General of the Colony of New South Wales, under and by virtue of the said recited articles of agreement; and I, as such Postmaster General, further authorize and empower the said Sir Daniel Cooper, either in my name as the Postmaster General of the said Colony, or in the name of the Postmaster General for the time being of the said Colony, and either solely or conjointly with the Postmaster General for the time being of the Colony of New Zealand, to do all acts, deeds, matters, and things whatsoever in respect of the said contract, and of each and every matter or thing in any way connected therewith, which under the said recited articles of agreement the Postmaster General of the Colony of New South Wales is authorized to do solely or conjointly with the Postmaster General of the Colony of New Zealand." Ask counsel if this will be sufficient. Telegram reply without delay."

I have, &c.,
HENRY HALLORAN,
(For the Colonial Secretary.)

No. 35.

TELEGRAM FROM THE REPRESENTATIVE FOR NEW ZEALAND AND THE AGENT GENERAL FOR NEW SOUTH WALES, LONDON, TO THE COLONIAL SECRETARY, NEW SOUTH WALES; sent 24 February, received 25 February, 1875.

COUNSEL satisfied, adding additional times and ports, as follows:—"Frisco, 28 February, 28 March, 25 April, 23 May, 20 June, 18 July; Sydney, 6 March, 3 April, 1 May, 29 May, 26 June, 24 July; Chalmers, 2 March, 30 March, 27 April, 25 May, 22 June, 20 July; Lyttleton, one day, Wellington, two days, Auckland, five days, after Chalmers for each month. De Bussche going into liquidation.

Postmaster General.—JOHN R., 26/2/75.

No. 36.

TELEGRAM FROM SIR D. COOPER TO THE COLONIAL SECRETARY.

26 February, 1875.

HAVE agreed with Russell to call for two tenders. No. 1 course as per paragraph five of Samuel and Russell agreement 23 October last. No. 2 course, Sydney to Auckland, Honolulu, Frisco, omitting Fiji; same course back. Three separate tenders for each service at twelve, eleven and a half, and eleven knots. Samuel suggested routes two and three, and also for tenders to be received at Sydney—inadmissible. New Zealand objects, and parties here refuse to tender. I require your sanction for No. 2. I saw Larnach, consider H. [it] most sensible and cheapest, and strongly urge you to give me full power to act. We are confident service contemplated by agreement 23 October last will exceed limit, but service *via* Auckland will be closely completed [competed] for within limit. We hope New Zealand will agree—hope to close contract by 25 March. Direct Australian Steam Navigation Company to instruct agents here. My commission must legally qualify me to sign for Postmaster General. See that my power is beyond dispute.

No. 37.

MINUTE PAPER FOR POSTMASTER GENERAL.

Report on the Telegram dated 26th February, 1875, received from Sir Daniel Cooper *in re* San Francisco Mail Service.

THE instructions sent to England in December last for the guidance of the Representative of this Colony, a copy of which is appended, provide that tenders shall be invited for three routes, viz. :—

- 1st. The fork service, as performed under Hall and Forbes's contract.
- 2nd. A line between Sydney and San Francisco *via* Fiji, with a branch line to New Zealand.
- 3rd. A direct service between Sydney and San Francisco *via* Fiji.

Tenderers to state whether they agree to convey the mails at the rate of eleven (11) knots or twelve (12) knots an hour.

The instructions also provided that tenders were not to be invited until a telegram had been sent from Sydney announcing the failure of Hall and Forbes to dispatch a steamer from Sydney on the stipulated date, such date being the 6th March next. The instructions further provided that tenders should be received here and in England, and should be called for by advertisement in this and the adjacent Colonies.

The agreement between Mr. Samuel and Mr. Russell, which formed the basis of these instructions, is annexed.

It will be seen, on reference thereto, that the last paragraph provides that in establishing the permanent service preference shall be given to an Australasian Company, other things being equal.

The telegram of Sir Daniel Cooper of the 26th February states that he has agreed with Mr. Russell to call for tenders by two routes, viz. :—

- 1st. As per paragraph 5 of Messrs. Samuel and Russell's agreement of the 23rd October.
- 2nd. Sydney and San Francisco *via* Auckland and Honolulu.

With regard to the first route, the following is the paragraph referred to :—

- "5. The new permanent service may fork at Fiji, as provided for by the contract of the 27th November, 1873, or the ships from Port Chalmers may run through to San Francisco, and the ships from San Francisco run through to Sydney, or other modifications in that respect may be made at the option of the contractors, subject to the approval of the two Governments."

The following extract from the contract agreement of Messrs. Hall and Forbes will explain the nature of the *fork* service :—

- "5. The route by which the mails shall be conveyed as aforesaid shall be by way of Honolulu and Kandavau aforesaid, and *vice versa*, at each of which ports the said vessels shall call on each journey for the receipt and delivery of mails, allowing a sufficient time at each place for the purpose, but the said vessels shall not call at any other intermediate place without the consent in writing of the Postmasters General. The mails shall be conveyed thirteen times in each year between San Francisco and the said Colonies, and at the same rate between the said Colonies and San Francisco, and the vessel employed to convey the same shall leave the respective ports of departure on the days and at the times to be from time to time appointed for the purpose by the Postmasters General. The vessels conveying the mails from San Francisco shall proceed alternately to New South Wales and to New Zealand, and the mails for New Zealand or New South Wales, as the case may require, shall be transhipped at the said port of Kandavau into and be conveyed by another of the said vessels to the Colony. The vessels conveying the mails to San Francisco shall proceed thither alternately from New South Wales and from New Zealand, and the mails from New Zealand or New South Wales, as the case may require, shall be conveyed by the contractors in another of the said vessels to the said port of Kandavau, and be there transhipped into and conveyed by the vessel going to San Francisco. The New South Wales mails shall be delivered at and despatched from the port of Sydney, and the New Zealand mails shall be delivered at and despatched from the ports of Port Chalmers, Lyttleton, Wellington, and Auckland, respectively, and in passing Hawke's Bay the mail vessel shall (weather permitting) call off Napier to deliver and receive mails to and from that place; the said last-mentioned mails to be delivered to and received from a steam launch to be provided by the Postmaster General of New Zealand; and the contractors shall convey with the mails from or to San Francisco any local mails between the said ports of New Zealand respectively as may be required by the Postmasters General of New Zealand to be so conveyed."

The second route mentioned by Sir Daniel Cooper is the route now being followed by the Australasian Steam Navigation Company under their present temporary contract for seven months.

Sir Daniel Cooper has further agreed with Mr. Russell that three tenders for each of these routes are to be sent in—one for a 12 knot, another for an 11½ knots, and a third for an 11 knot service.

Sir Daniel Cooper states that Mr. Samuel's proposal for calling for tenders for the direct route between Sydney and San Francisco, with a branch line to New Zealand, and for the direct line between Sydney and San Francisco, are inadmissible, being objected to by the New Zealand Representative, and that parties in England refuse to tender.

Sir D. Cooper asks the sanction of this Government for calling for tenders for line No. 2 agreed to by himself and Mr. Russell, viz., for a service between Sydney and San Francisco *via* Auckland, and he (Sir D. Cooper) and Mr. Larnach consider it the most sensible and cheapest.

That it will be the cheapest there can be no doubt.

A fork line similar to Hall and Forbes's service, or a line between Sydney and San Francisco *via* Fiji with a branch line to New Zealand, or a direct line between Sydney and San Francisco, would each be more costly to this Colony.

Under

Under the agreement between Mr. Samuel and Mr. Russell (see paragraph 3), the first of these services is only to be agreed to if the cost does not exceed £90,000 a year, and Sir D. Cooper states he is confident that tenders will exceed that limit. The second line mentioned it would appear that the New Zealand Representative objects to, so that it will be useless to advertise for tenders for it.

The third line (the direct one between Sydney and San Francisco) was directed to be advertised for the reason stated in the 7th paragraph of the Colonial Secretary's letter to the Agent General, dated 24th December last (copy herewith), and because a number of the merchants of this city had urged on the Government the desirability of having such a direct line. This service would cost about £70,000.

The line agreed to and recommended by Sir D. Cooper (Sydney and San Francisco *via* Auckland) will, Sir Daniel thinks, be tendered for within the limit of £90,000, which would be a cost to each Colony of about £15,000; but it is right to point out that the divergence from the direct route between Sydney and San Francisco, which the calling at Auckland involves, will lengthen the time occupied between Sydney and London by about two days. With an eleven (11) knot service the direct route for Sydney *via* Fiji could be done in about twenty-seven days, *via* Auckland it would probably occupy twenty-nine days.

The time fixed for the receipt of tenders, *viz.*, the 25th March next, appears too short to enable persons in the Colonies to have ample opportunity for tendering as provided in the instructions of December last to the Representative of this Colony.

Annexed is my minute of the 25th ultimo with regard to the power of the Representatives to enter into a contract on the basis of Hall and Forbes's line for £90,000, speed 11 knots, term eight years. On looking at the 3rd clause of Messrs. Samuel and Russell's agreement which bears upon this question, it will be seen that no *direct stipulation* is made that *tenders shall be called for this line*, but that the Representatives have power to close for such a contract, *without inviting tenders, and without reference to their Governments*, although it might fairly be implied by the last paragraph (10th) of the agreement that the *intention* was that tenders should be invited, and the instructions sent to our Representative are very clear on the point—distinctly directing that tenders *shall be called*.

General Post Office,
Sydney, 1st March, 1875.

S.H.L.

No. 38.

TELEGRAM FROM THE COLONIAL SECRETARY TO SIR D. COOPER.

As Russell will not consent to invite tenders for routes 2 and 3, proposed by Samuel, but not included in agreement, and will not agree to call for tenders in the Australian Colonies, this Government considers there is no alternative but to abide by the agreement of 23rd October, and endeavour to obtain contract as per paragraphs 3, 4, and 5 of agreement. This Government insists upon ample time being given for invitations to tender by Colonial Companies, which by paragraph 10 have a preference, and for equal facilities for tendering being given to American Companies. We shall advertise on 7th March in local papers, and fix date for receipt of tenders, Sydney, May 5th. You fix same date. Australian and American tenders to be forwarded to England.

Cabinet approves of this telegram being sent in reply to Sir D. Cooper's telegram of 26th instant.—JOHN R., 2/3/75.

No. 39.

General Post Office,
Sydney, 8 March, 1875.

MAIL CONVEYANCE BETWEEN NEW SOUTH WALES, NEW ZEALAND, AND SAN FRANCISCO.

TENDERS will be received at this office, and in London at the offices of the Agents General of New South Wales and New Zealand, up to noon on Wednesday, the 5th May next, for the conveyance of mails once in every four weeks, for the term of eight years, from commencement of the service, by the following routes, *viz.* :—

San Francisco and the Colonies of New South Wales and New Zealand, via Honolulu and Fiji.

The vessels conveying the mails from San Francisco to proceed *alternately* to New South Wales and to New Zealand, and the mails for New Zealand or New South Wales, as the case may require, to be transhipped at a port in Fiji into and conveyed by another vessel of equal capacity and power to the Colony. The vessels conveying the mails to San Francisco to proceed thither *alternately* from New South Wales and from New Zealand, and the mails from New South Wales or New Zealand, as the case may require, to be conveyed in another vessel of equal capacity and power to a port in Fiji, and to be there transhipped into and conveyed by the vessel going to San Francisco. The New South Wales mails to be delivered at and dispatched from the port of Sydney, and the New Zealand mails to be delivered at and dispatched from the ports of Port Chalmers, Lyttleton, Wellington, and Auckland, respectively, and in passing Hawke's Bay the mail vessel (weather permitting) to call off Napier to deliver and receive mails

*80—Z

to

to and from that place, the said last-mentioned mails to be delivered to and received from a steam-launch to be provided by the Postmaster General of New Zealand; and the contractors to convey with the mails from or to San Francisco any local mails between the said ports of New Zealand, respectively, as may be required by the Postmaster General of New Zealand to be so conveyed. The steamers may "fork" at Fiji, as provided for above, or the steamers from Port Chalmers may run through to San Francisco on each trip, and the steamers from San Francisco may run through to Sydney on each trip, or other modifications in respect to the "forking" at Fiji may be made at the option of the contractors, subject to the approval of the Postmasters General of the Colonies of New South Wales and New Zealand.

Separate tenders must be sent in for an 11 knot, an 11½ knot, and a 12 knot service respectively. Tenderers to state the date upon which they will agree to commence the service. The conditions of agreement and all other particulars that may be required can be obtained on application at this office, or in London at the offices of the Agents General for the Colonies of New South Wales and New Zealand.

J. F. BURNS.

No. 40.

PERMANENT CONTRACT TO BE ENTERED INTO.

(CONDITIONS OF AGREEMENT.)

Definition of terms.

1. In the construction of these Conditions of Tender, the following words and expressions mean and include (unless such meaning be inconsistent with the context) as follows:—"Postmaster General of the Colony of New South Wales" means the Postmaster General for the time being of that Colony; "Postmaster General of the Colony of New Zealand" means the Postmaster General for the time being of that Colony; "Postmasters General" means the Postmaster General for the time being of the Colony of New South Wales and the Postmaster General for the time being of the Colony of New Zealand; "Contractor" includes the heirs, executors, administrators, and assigns of the Contractors, and of each of them; "mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns, and all other articles transmissible by post, without regard either to the place to which they may be addressed or to that in which they may have originated; also, all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office Service; "mail" means the aggregate of mails transmitted at one time by any of the vessels for the time being employed in the Mail Service under the Contract; and "hours" means hours calculated according to Greenwich time.

Contractors to provide vessels.

2. The Contractors shall from time to time, and at all times during the period of eight years to be computed from the date upon which the service is commenced, convey all Her Majesty's mails which, and all other mails, of whatever country or place, which the Postmasters General, or either of them, shall at any time and from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports, to and from the ports of Honolulu in the Sandwich Islands and Kandavau in the Fiji Islands, and according to the routes, within the respective times, and in manner hereinafter provided; and, so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of the Contract, shall and will provide and keep seaworthy, and in complete repair and readiness for such purpose, a sufficient number of, and not less than four, good substantial and efficient screw steam-vessels of the first class, and fully equal to class 100 A1 Lloyd's Register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power, for a minimum continuous speed of eleven or eleven and a half or twelve nautical miles per hour, as the case may be; all such vessels and engines being built expressly for the purposes of the Contract, and according to plans, sections, and specifications, to be previously approved by or on behalf of the Postmasters General, the vessels having spar decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes.

Vessels to be furnished with machinery, tackle, &c.

3. The steam-vessels to be employed under the Contract shall be of the capacity aforesaid, and shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, lightning-conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of twelve nautical miles per hour, and for the service hereby agreed to be performed, and also manned and provided with competent and legally qualified officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, and with a competent surgeon; to be in all respects, as to vessels, engines, equipments, and capacity, subject, in the first instance, and from time to time, and at all times afterwards, to the approval of the Postmasters General, or of such other person or persons as they shall jointly or severally at any time or times, or from time to time, authorize to inspect and examine the same; and no vessel shall be employed or used for the purposes of the Contract until approved as aforesaid.

Power to inspect vessels, officers, and crew, and suspend use of vessels not satisfactory.

4. The Postmasters General, or either of them, shall have full power, whenever and as often as they or he may deem it requisite, by any of their or his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels employed or to be employed in the performance of the Contract, and to survey all or any of such vessels, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel; and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the Contractors; and for the purposes aforesaid, the said vessels shall (if necessary) be opened in their hulls whenever the said officers or agents may so require. And if any such vessel, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, shall on any such survey be declared by any such officers or agents unseaworthy or not adapted to the service hereby agreed to be performed,

or

or any such officers, engineers, or crew shall be so declared ineligible, every vessel which shall be disapproved of or in which such deficiency or defect shall appear shall be deemed insufficient for any service hereby agreed to be performed, and shall not be again employed in the conveyance of mails until such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same; and any of such officers, engineers, or crew declared ineligible shall not be employed in the said service.

5. The route by which the mails shall be conveyed as aforesaid shall be by way of Honolulu and Kandavau aforesaid, and *vice versa*, at each of which ports the said vessels shall call on each journey, for the receipt and delivery of mails, allowing a sufficient time at each place for the purpose, but the said vessels shall not call at any other intermediate place without the consent in writing of the Postmasters General. The mails shall be conveyed thirteen times in each year between San Francisco and the said Colonies, and at the same rate between the said Colonies and San Francisco, and the vessel employed to convey the same shall leave the respective ports of departure on the days and at the times to be from time to time appointed for the purpose by the Postmasters General.

Mail routes and times of departure of vessels.

6. The Contractors, at their own expense, shall deliver and take the mails to and from the shore at convenient places, to be from time to time appointed by the Postmasters General respectively in the respective ports (except Napier), where the mails are to be delivered or received; also shall convey the same, and the officers having charge of them, to and from the shore, as may be necessary, in suitable boats furnished with suitable coverings for the mails, and properly equipped and manned; also, shall tranship from one vessel into the other the mails which, under the Contract, are to be transhipped at Kandavau, and shall from time to time convey the officers or agents of the Postmasters General respectively to and from the shore at any of the said ports as often as may be necessary in the execution of their duties respectively, in the event of a suitable boat not being conveniently obtainable from the shore for the purpose.

Receipt and delivery of mails.

7. If either of the said Postmasters General, or their respective officers or agents, shall at any time deem it requisite for the public service that any vessel should be detained beyond the appointed time of departure, it shall be lawful for either of the Postmasters General, or such officers or agents, to order such delay, not exceeding forty-eight hours at San Francisco, and not exceeding twenty-four hours at Sydney, or twenty-four hours at any other port, by letter addressed to and delivered to the Commander of the vessel, or the person acting as such, or left for him at the office of the Contractors in the port, or on board the vessel, three hours at least before the hour appointed for departure. If when the through mail vessel going to San Francisco shall be ready to leave the port of Kandavau, the branch mail vessel shall not have arrived from Sydney or New Zealand, as the case may be, the through-going mail vessel shall wait at Kandavau for the arrival of the other vessel, but not exceeding seventy-two hours from the time of arrival there of the through-going vessel; and in order to insure the due carrying of the mails from San Francisco, the Contractors, without any such notice, shall delay any vessel (if necessary) seven days, to await the arrival of the English mails from New York for Australia or New Zealand. The Postmaster General of New Zealand shall be at liberty from time to time to vary the times of departure of the mails at and from the ports in New Zealand, but not so as to vary the times of departure from the Port of Auckland for Kandavau more than twenty-four hours, without the consent of the Postmaster General of New South Wales.

Power to delay departure of vessels.

8. If from any cause whatsoever, at any time or times hereafter, one of the vessels aforesaid shall not be at the ports of departure of San Francisco, Sydney, and Port Chalmers respectively, ready to put to sea in due time to perform the services hereby contracted to be performed, the Contractors shall pay as and by way of liquidated damages to the Postmasters General (for the use of the Governments of the said Colonies, or for the Government of whichever of the said Colonies may be affected by such default, as the case may be), in respect of every mail that shall be delayed by reason of any such default as aforesaid, the sum of three hundred pounds, and the further sum of one hundred pounds for every day which shall elapse between the time at which the mail shall be appointed to leave the port of departure and the time at which the vessel conveying the same shall leave the port; Provided always that the Postmasters General shall have power to remit or reduce any of the sums payable, as in this clause mentioned, if they shall be satisfied that any such default as aforesaid was attributable to causes over which the Contractors had no control.

Penalty for delay in putting on boats.

9. The mails, whether carried in through-going vessels or transhipped as aforesaid, shall be safely conveyed from San Francisco to Sydney, and from Sydney to San Francisco, within six hundred or six hundred and twenty-two or six hundred and forty-eight hours, as the case may be, and from San Francisco to Auckland, and from Auckland to San Francisco, within five hundred and forty-six, or five hundred and sixty-eight, or five hundred and ninety-one hours, as the case may be, and from San Francisco to Port Chalmers, and from Port Chalmers to San Francisco, within six hundred and seventy-one, or six hundred and ninety-five, or seven hundred and twenty-two hours, as the case may be; the times aforesaid to be calculated from the times appointed for the departure of the mail respectively, unless any vessel shall be delayed in consequence of the mail not being ready for embarkation in due time, either at San Francisco or at Sydney, or in New Zealand, in which case the time shall be calculated from the time of the mail being ready for delivery at the port where the delay shall take place. The Contractors admit and agree that in the times abovenamed sufficient times have been allowed for coaling and stoppages at Honolulu and Kandavau and the ports of New Zealand respectively. The Contractors shall not be relieved or discharged of their liability or responsibility under the Contract by reason of any branch mail vessel not reaching Kandavau in time to forward its mail by the through-going vessel. And in case of the loss of any of the mails by wreck of any mail vessel, or otherwise, the Contractors shall, with all possible despatch, at their own cost, do all such acts and take all such measures as may be reasonably done and taken to recover the mails so lost; and the Contractors shall be liable for all damage or injury to any of the mails from whatever cause the same may arise or happen, except fire, the act of God, or the Queen's enemies.

Times within which service to be performed.

10. For each and every mail which the Contractors shall deliver at Sydney twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster General of New South Wales the sum of twenty-five pounds; and for each and every mail which the Contractors shall deliver at Auckland twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster General of New Zealand the sum of twenty-five pounds.

Bonus if mail delivered before time.

When and where payments to be made.

11. The sums payable to the Contractors shall be in full satisfaction for all services rendered under this Contract, including the receipt, conveyance, and delivery, by the Contractors, of the mails to and from Honolulu and Kandavau respectively, and shall be payable at the respective Treasuries in the places appointed for payment, to an agent to be appointed by the Contractors at each of those places to receive the same respectively, immediately after the due delivery of each mail or the advice of such delivery shall be received.

Vessels to be fitted with places for deposit of mails.

12. The Contractors shall provide, to the satisfaction of the Postmasters General, on board all steam-vessels employed under this Contract, proper, safe, and convenient places of deposit for the mails, with locks, keys, and secure fastenings.

Accommodation to be provided for sorting mails.

13. The Contractors shall also provide, to the satisfaction of the Postmasters General, all necessary and suitable accommodation, including lights, for the purpose of sorting and making up the mails on board the several vessels employed under this Contract; and, on being required to do so by the Postmasters General or either of them, shall at their own cost, erect or set apart in each of the said vessels a separate and convenient room for such purposes; and all such furniture, lamps, fittings, and other conveniences, shall be from time to time cleansed and kept in repair, and the oil for the lamps supplied by the servants of and at the cost of the Contractors. The master or commander of each of the said vessels shall also, if required, provide assistance for conveying the mails between the mail-room and the sorting-room without charge.

Mails may be entrusted to commander.

14. If the Postmasters General, or either of them, shall think fit to entrust the charge and custody of the mail or his respective mail to the master or commander of any vessel to be employed under this Contract, and in all cases where the officer or other person appointed to have charge of the mail shall be absent to the knowledge of the master or commander of such vessel, such master or commander shall, without any charge, take due care of, and the Contractors shall be responsible for the receipt, safe custody, and delivery of the said mail at the several appointed places on the shore in the respective ports, as part of the services hereby contracted to be rendered. The master or commander shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmasters General, or either of them; or their or either of their officers, shall from time to time reasonably require.

Orders of officers of Post Office to be attended to.

15. The Contractors and all commanding and other officers in charge of the vessels employed under this Contract, shall at all times punctually attend to the orders and directions of the Postmasters General or either of them, their or either of their officers or agents, as to the mode, time, and place of landing, delivering, and receiving the mails, subject to the special provisions herein contained, and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

Contractors to have no claim for postage, &c.

16. The contractors shall have no claim to any postage nor to any sum on account thereof for mails carried in any vessel employed in the service under this Contract, or on account of any services rendered, except as herein specially provided to be paid.

Accommodation to be provided for Post Office officials.

17. The Contractors shall provide suitable first-class accommodation for a mail officer or agent and one assistant for each of the Postmasters General on board each of the vessels employed under this Contract, who shall be at liberty to use such accommodation as may be required for the performance of their duties; and such officers or agents, and assistants shall be victualled by the Contractors as chief cabin passengers, without charge either for their passages or victualling, and whilst the vessel stays at any port, excepting the ports of Sydney and San Francisco, to or from which the mails are conveyed, such officers, agents, and assistants shall be allowed to remain on board and shall be victualled as aforesaid.

Post Office officials to be treated as agents of Postmasters General.

18. Every such mail officer or agent and assistant shall be recognized and treated by the Contractors, their officers and agents, as the agent of the Postmaster General respectively or Postmasters General by whom he may have been appointed, as the case may be, and as having full authority in all cases to require a due and strict performance of this Contract: Provided that no such agent, officer, or assistant shall have power to control or interfere with any master, commander, or officer, in the performance of his duty; and every such agent, officer, and assistant, shall be subject to all general orders issued by the master or commander for the good order, health and comfort of the passengers and crew and the safety of the vessel.

Vessels not to pay dues.

19. During the continuance of this Contract, and so long as the same shall be faithfully carried out by the Contractors, no charge for pilotage, tonnage, light-house or harbour dues, shall be made in New South Wales for any of the steam-vessels employed in carrying out this Contract; and the Contractors shall be at liberty to use once in every four weeks, for five days at a time, the Fitz Roy Dry Dock at Sydney, if not leased or otherwise occupied, and also the workshops there, on payment only of the expenses of and attending such use; and no charge for pilotage, tonnage, lighthouse or harbour dues, shall be made at any port in New Zealand in respect of any of the steam-vessels employed in carrying out this Contract.

Contract not to be assigned.

20. This Contract or any part thereof shall not be assigned or underlet or disposed of by the Contractors, without the joint consent, in writing, of the Postmasters General first obtained for such purpose.

If Contract assigned, or contract not being bona fide performed, Postmasters General may put an end to it.

21. In case this Contract or any part thereof shall be assigned, underlet, or otherwise disposed of by the Contractors, otherwise than with such consent as last aforesaid, or in case of any great or habitual non-performance or non-observance of this Contract, or of any of the covenants, matters, or things herein contained, and on the part of the Contractors, their officers, agents, or servants, or any of them, to be observed and performed, and whether there be or be not any penalty or sum of money payable by the Contractors for any such non-observance or non-performance, it shall be lawful for the Postmasters General, if they shall be of opinion that the Contractors are not *bona fide* carrying out the provisions herein contained, and they shall jointly so think fit (and notwithstanding there may or may not have been any former non-observance or non-performance of this Contract), by writing under their hands, to determine this Contract without any previous notice to the Contractors or their agents; and the Contractors shall not be entitled to any compensation in respect of such determination; and such determination shall not deprive the Postmasters General or either of them of any rights or remedies to which they or he would otherwise be entitled by reason of any non-observance or non-performance of any of the provisions herein contained: Provided always that if within, but not after, twenty-eight days after any notice of the determination of this Contract shall have been given to either of the Contractors, or left for them as hereinafter mentioned, the Contractors shall give notice in writing to the Postmasters General that they require

that

that the question whether there was such a great or habitual non-observance or non-performance of this Contract on the part of the Contractors as to justify the Postmasters General in determining the same, shall be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Postmasters General and the Contractors. In case the arbitrator or arbitrators or the umpire shall at any time or times decide that the Postmasters General were not justified in determining the Contract, the Postmasters General shall have and be entitled from time to time to exercise the power hereinbefore given to them to determine the Contract as fully and effectually as if they had not on any previous occasion or occasions attempted to exercise such power.

22. The Postmasters General may, if they think fit, except from any such determination any voyage or voyages, and if any vessel or vessels should have started before the determination of this Contract or before the masters or commanders thereof could have received the news of such determination, or should after the determination start with a mail on any voyage or voyages so excepted as aforesaid, the voyage or voyages shall be continued and performed, and the mails be delivered and received as if this Contract had remained in force with regard to any such vessels; and with respect to such vessels, this Contract shall be considered as having terminated only when such vessels shall have reached their port or place of destination and the mails carried by them shall have been delivered.

23. All notices or directions which are hereby authorized to be given to the Contractors, their officers, servants, or agents, may be delivered to the master or commander of any of the said vessels, or other officer or agent of the Contractors in the charge or management of any vessel employed in the performance of this Contract, on board such vessel, or left for the Contractors on board such vessel or at either of the offices or houses of business at Sydney or Auckland, of the Contractors or their agents, and any notices or directions so given or left shall be binding on the Contractors: Provided always that any notice of the determination of this Contract shall be given to one of the Contractors or left for them at their last known office or place of business in San Francisco, Sydney, or Auckland, if any, as the Postmasters General may think fit.

24. It shall be lawful for the Postmasters General, or either of them, by writing under their respective hands, at any time and from time to time to delegate all or any of the powers, whether joint or several, vested in them or him respectively by virtue of this Contract to such person or persons as they or he may think fit.

25. If the Contractors shall fail to commence the performance of the services hereby contracted to be by them performed according to the provisions hereof or having commenced the same shall refuse or wilfully neglect to carry on the same according to the true intent and meaning of these presents, they shall forfeit and pay to the said Postmasters General the sum of twenty-five thousand pounds, to be equally divided between the Postmasters General as and by way of liquidated damages and not by way of penalty.

26. All and every the sums of money hereby stipulated to be paid by the Contractors shall be considered as liquidated or ascertained damages, whether any damage or loss shall have or shall not have been sustained, and may be set off by the Postmasters General or either of them, against any moneys payable to the Contractors under or by virtue of these presents, or may be enforced by both or either of the Postmasters General as a debt due with full costs of suit at their or his discretion: Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the rights of the Postmasters General or either of them to treat such defaults as a non-observance or non-performance of this Contract on the part of the Contractors.

27. The Contractors with two sureties to be approved by the Postmasters General, shall jointly and severally enter into a Bond in the penal sum of £25,000, conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors herein contained according to a draft already agreed upon.

28. If any dispute, question, difference, or controversy, shall arise between the Postmasters General or their respective Governments and the Contractors, touching these presents, or any clause or thing herein contained, or the construction thereof, or any matter in any way connected with these presents, or the operation hereof, or the rights, duties, or liabilities of the said Governments respectively, or of the Contractors in connection with the premises; then, and in every or any such case, the matter in difference shall be referred to arbitration, and the award of the arbitrator or the arbitrators or the umpire appointed shall be binding and conclusive in every respect.

No. 41.

MINUTE PAPER in consequence of receipt of Telegram from Postmaster General when at Melbourne.

Failure of Messrs. Hall and Forbes to provide steamer in terms of permanent contract.

Messrs. Hall and Forbes having failed to provide a steamer at Sydney on the 6th instant, in terms of their permanent contract, it becomes necessary to communicate the fact by telegram to the Representative of the Colony at London, in accordance with the arrangement detailed in the Colonial Secretary's letter to the Agent General, dated 24th December, 1874.

In the present aspect of affairs a telegram from the Colonial Secretary to Sir Daniel Cooper to the following effect would, perhaps, meet the case, viz.:—"Hall-Forbes failed provide steamer here on 6th March. Tenders will be invited to-morrow in Colonies in accordance with my telegram 2nd March."

JAS. D.,
For Secy.
8/3/75.

Approved. Submit to Col. Secy.—J.D., 8/3/75.
The Principal Under Secretary.—Jas. D., B.C., 8/3/75.
Telegram sent.—8/3/75.

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No. 42.

THE SECRETARY, GENERAL POST OFFICE, TO THE PRINCIPAL UNDER SECRETARY.

General Post Office,
9 March, 1875.

SIR,

I am directed to enclose herewith some copies of the advertisement and conditions of tender in respect of the San Francisco Mail Service, which it is thought should be forwarded through your Department to the Government of New Zealand, in order that the publication of the advertisement in that Colony may be undertaken by the authorities there.

I have, &c.,
JAS. DALGARNO,
pro Secretary.

No. 43.

TELEGRAM FROM MR. RUSSELL TO THE COLONIAL SECRETARY, SYDNEY.

London, 8 March, 8.30 p.m.

Your proposal invite tenders, Sydney, useless, as Directors in my presence told whole Cabinet, New South Wales, they would [not] do services [services] contemplated by our agreement, any terms whatever; moreover agreement contemplates tendering here. New Zealand, so [no] representative, Sydney. I ascertained by personal inquiry in America, no tenders for fast service can come from America. Come [Come] here by agreement with you at great inconvenience. Your agreement was to send representative here with full power. I object to delay, which means continuay [continuing] of present imperfect expensive service. If you sill [still] require tenders, Sydney, we must telegraph conditions that tenders may be transmitted here by telegram—this will involve considerable expense. Have you any other proposal to make? Sir Daniel Cooper received copy of this.

No. 44.

TELEGRAM FROM SIR DANIEL COOPER TO THE COLONIAL SECRETARY, SYDNEY, dated 8th March, 8.55, received from London Station at 7h. 55m., 9 March, 1875.

Your telegram prevents my acting; have withdrawn advertise [advertisement]. No one here will tender if you receive tenders in Sydney. Russell will not wait until you receive terms of contract in Sydney; and then advertise for reasons he telegraphs to you; the services in Russell-Samuel agreement will exceed limit, and I could not accept Colonial Companies have preference, all other things being equal. Colonial Companies would have to raise money and build steamers, which would take two years at least. American Pacific Company have no boats to do ten-knot service, let alone eleven. I see no chance of agreement within limit except for service Sydney to Auckland, Honolulu, and Frisco; this would give you your mails in forty-eight days, and I strongly urge it on you. I could send you draft contract by Brindisi mail of 19th, which reaches Sydney 6th May. Of [If] Companies, could telegraph agents here what to do, and we could advertise for tenders to be sent in on 20 or 25 May. Could also advertise in American papers. If you could [concur] in these proposals you must extend my powers to conclude contract here, say for services in agreement within one hundred twenty thousand pounds. For service *via* Auckland my present limit will do. Telegraph early; cable negotiations with Siemens Brothers progressing satisfactorily.

No. 45.

TELEGRAM FROM THE COLONIAL SECRETARY, SYDNEY, TO MR. RUSSELL, dated 11 March, 1875.

You appear to have misconceived our telegrams. It was not our intention that tenders should be opened in Sydney, or that English or American tenders should be sent here. All we insisted on was, that people in the Colonies and America should have opportunity of tendering. We have already offer from America. Cooper our fully accredited representative under agreement.

No. 46.

TELEGRAM, dated 11th March, 1875, FROM THE COLONIAL SECRETARY, SYDNEY, TO SIR D. COOPER, LONDON.

You appear to have misconceived our telegrams. It was not our intention that tenders should be opened in Sydney, or that English or American tenders should be sent here. All we insisted on that people in Colonies and America should have opportunity of tendering. We have already offer from America. You are fully accredited representative, but before you sign and finally commit this Government, we shall expect you to obtain our concurrence in regard to principal conditions.

No. 47.

THE COLONIAL SECRETARY, SYDNEY, TO SIR DANIEL COOPER.

Colonial Secretary's Office,
Sydney, 12 March, 1875.

SIR,

With reference to the Commission with which you have been entrusted as the representative of New South Wales, in the negotiations for the establishment of a Mail Service *via* San Francisco, I have now the honor to transmit to you copies of the advertisement calling for tenders for the service, and of the conditions of agreement by which the tenderers are to be guided.

2. A copy of your telegram of the 8th instant (as received at Sydney on the 9th), and of my telegram, in reply, of the 11th instant, are also enclosed; and by next mail (before the departure of which I expect to receive your reply to the latter telegram), a further communication will be addressed to you.

I have, &c.,

JOHN ROBERTSON.

No. 48.

TELEGRAM FROM SIR DANIEL COOPER, LONDON, TO THE COLONIAL SECRETARY, SYDNEY, dated London, 23 March, 1875, received at Sydney 25 March, 12:10 a.m.

I SENT you draft contract, specifications, and full information by mail of 19th, by Brindisi—principal conditions are services as per Russell-Samuel agreement, five steamers and third service, *via* Auckland, as at present; three steamers with branch from Auckland to Port Chalmers; steamers, 2,500 tons, branch, 1,500 tons, latter to take place of large steamers in case of need; term of contract, eight years; steamer need not be specially built for service; half accommodation reserved for each Colony; captains experienced with screw steamers; contract will be half [Hall] Forbes permanent altered as follows,—clause eight, 250 pounds and 50 pounds per day for each or either Colony affected; clause nine, for third service of [if] twelve knots, 630 hours, if eleven knots, 656 hours; clause ten, proviso like clause eight inserted as to four pounds per hour; clause twelve, bonus five pounds each hour saved; clause twenty-five, no compensation if attempted determination of contract not upheld; each schedule to drop 100 pounds for each half knot down to ten; if contract not ratified next Sessions determinable by either Postmaster. If you concur, please advertise in colonial papers contract, bond, specification, and form of tender, to be seen at your office after arrival of March mail; tenders to be delivered at Agents General in London on 1st June; we shall advertise here on 5th April, and in America, sending particulars to be seen at Agents there. Private. I wish you to concur in conditions above. I am much opposed to the two services in Russell-Samuel agreement. The large steamers would run to Port Chalmers, which is connected with Melbourne by steam line, and much goods and passenger traffic would go that way to Victoria; by third service, *via* Auckland, all such traffic would go *via* Sydney; transshipment at Auckland not so convenient. I opposed contributing half cost of branch steamer beyond Wellington, the Capital; but Russell and Vogel would not give way—it is referred to your decision. Without the branch steamer a fourth one would be required in case of need, and that would make the service as costly as without this branch. Fiji omitted because the trade with that place can be done as at present, and all will go to Sydney.

* * * * *

No. 49.

MINUTE PAPER FOR THE CABINET.

In re Telegram from Sir Daniel Cooper to Colonial Secretary, dated London, 23 March, 1875.

SIR D. COOPER was appointed by the late Government to act on behalf of the Government of this Colony with Thomas Russell, Esq., or any other duly appointed representative of the Government of New Zealand, in negotiating for a Steam Postal Service between Sydney and San Francisco and between San Francisco and Sydney, and between New Zealand and San Francisco and between San Francisco and New Zealand, and from and to all and every or any of these ports to and from the ports of Honolulu in the Sandwich Islands and Kaudavau in the Fiji Islands, in accordance with instructions to the Agent General,—the terms of the permanent contract with Hall and Forbes of 27th November, 1873, to form the basis of such negotiations. (See Appendix No. 2.)

Quotations from Sir Daniel Cooper's Telegram received on 25th March, 1875, to Colonial Secretary.

“Draft contract, specifications, and full information by mail of 19th by Brindisi.”

“Principal conditions are services as per Russell-Samuel agreement: five steamers and third service, *via* Auckland, as at present; three steamers with branch from Auckland to Port Chalmers.”

Comments and Explanations.

The mail referred to will be due 6th May.

This means the agreement herewith, page 3, dated 23rd October (see Appendix No. 1). The two services are—First, the forked line in precise terms of Hall and Forbes' contract with the late Government (see Appendix No. 2, page 186). The forked service means a steamer leaving Sydney one month to go direct to San Francisco, *via* Fiji, and being connected at Fiji by a steamer of equal size from Port Chalmers; the following month the direct steamer to leave Port Chalmers and proceed to San Francisco, *via* Fiji, being connected at Fiji by a steamer of equal size from Sydney. A similar alternate arrangement for the return voyage from San Francisco to Sydney and New Zealand; the mails for either direction being transhipped at Fiji. Hall and Forbes' contract provided that a sufficient number of steamers, and not less than four, were to be in the service.

The second service means that described in the 5th paragraph of the Russell-Samuel agreement,—ships from Port Chalmers may always run through direct to San Francisco, and ships from San Francisco may always run through to Sydney. By this plan it will be seen that the homeward mails from Sydney would always be transhipped at Fiji, and the outward mails for Sydney come direct without transshipment.

Modifications

Modifications as to forking may be made at the option of the contractors, subject to the approval of the two Governments.

The above are the only services contemplated in the * Russell-Samuel agreement. † Cooper and Russell have power to accept a contract for either of these services without reference to the Governments, at a cost not to exceed £90,000 per annum.

The third service, *viâ* Auckland, was not mentioned in the Russell-Samuel agreement, except for the present temporary service, viz.:—To and from Sydney and San Francisco *viâ* Auckland, with a branch between Auckland and Port Chalmers.

Under the present temporary contract four steamers are engaged, exclusive of those employed in the branch service between Auckland and Port Chalmers—with respect to which no particulars have yet been furnished.

It appears to me that even with 12-knot boats there would be a delay of at least two days by this route as compared with the direct route *viâ* Fiji.

So far as regards the permanent service the “branch from Auckland to Port Chalmers” is an entirely new matter. In Sir D. Cooper’s previous telegrams (26th February and 5th March) the service proposed in addition to the “fork” service was merely one between Sydney and San Francisco, *viâ* Auckland and Honolulu.

They (Cooper and Russell) propose the steamers for the trunk line shall be 2,500 tons, and the steamers for the branch line shall be 1,500 tons. Branch steamers to take place of large ones in case of need.

“Steamers 2,500 tons, branch 1,500 tons, latter to take place of large steamers in case of need.”

“Term of contract—eight years.”

The term of eight years for a service is in accordance with the Russell-Samuel agreement.

“Steamers need not be specially built for service.”

The provision that steamers need not be specially built for the service is not in accordance with the Hall and Forbes contract or the Russell-Samuel agreement, the latter providing for Hall’s conditions of agreement being observed in every respect, except where modified by clause 3 of agreement, which says—

3. In the event of failure, as indicated in section 2, and other competent persons declining to undertake the “permanent contract,” as made on the 27th November, 1873, the two Governments agree, should it be found to be absolutely necessary, to modify the terms thereof so far as to accept a speed of eleven knots, an extended period of eight years, and an increase of subsidy, which, however, shall not exceed £90,000 per annum, without reference to the respective Governments.

“Half accommodation reserved for each Colony.”

This provision is neither in the Hall contract nor in the Russell and Samuel agreement, and would make the contract more costly, especially in the absence of telegraphic communication between this Colony and New Zealand.

“Captains experienced with screw steamers.”

Clause 3 of Hall’s contract provided generally for the efficiency of the officers, but did not say that captains were to be experienced with screw steamers, while the Russell and Samuel agreement makes no reference to the matter.

“Contract will be half* [Hall] Forbes permanent altered as follows:—Clause eight, 250 pounds and 50 pounds per day for each or either Colony affected; clause nine, for third service of twelve knots, 6’30 hours, if eleven knots, 6’56 hours; clause ten, proviso like clause eight inserted as to four pounds per hour; clause twelve, bonus five pounds each hour saved; clause twenty-five, no compensation if attempted determination of contract not upheld; each schedule to drop 100 pounds for each half-knot down to ten.”

The only point which appears to call for remark in the deviations from the Hall contract is the proposal for each schedule to drop £100, instead of about £96, for each half-knot down to ten, which means that if the contractors do not convey the mails upon any voyage at contract speed, they shall be liable to forfeit £100 for every half-knot down to ten knots less than contract speed. The contract would be liable to cancellation for any breach of the full contract speed, viz., 12 knots.

“If contract not ratified next Sessions determinable by either Postmaster.”

I do not know whether this refers to our present Session or next Session of Parliament; but our Parliament being in Session could scarcely have been unknown to Sir D. Cooper.

“If

* The agreement between the Honorable T. Russell, on behalf of the Government of New Zealand, and the Honorable Saul Samuel, C.M.G., on behalf of the Government of New South Wales.

† Sir Daniel Cooper, Bart.

‡ No doubt intended for Hall.

"If you concur, please advertise in colonial papers, contract, bond, specification, and form of tender to be seen at your office after arrival of March mail; tenders to be delivered at Agents General in London on 1st June; we shall advertise here on 5th April, and in America, sending particulars to be seen at Agent's there."

* "Private.—I wish you to concur in conditions above. I am much opposed to the two services in Russell-Samuel agreement. The large steamers would run to Port Chalmers, which is connected with Melbourne by steam line, and much goods and passenger traffic would go that way to Victoria; by third service *via* Auckland, all such traffic would go *via* Sydney. Transshipment at Auckland not so convenient. I opposed contributing half cost of branch steamer beyond Wellington, the capital, but Russell and Vogel would not give way. It is referred to your decision. Without the branch steamer, a fourth one would be required in case of need, and that would make the service as costly as without this branch. Fiji omitted because trade with that place can be done as at present, and all will go to Sydney."

They evidently want us to advertise at once, with the modifications they have agreed to, and they intend advertising on the 5th instant. Thus time would not be afforded for tenders to reach London from the Colonies on 1st June, unless they went by telegram.

Either of the two services under the Samuel-Russell agreement would doubtless be more costly than the service *via* Auckland, recommended by Sir Daniel Cooper, but there would be a delay of two days by the latter route.

The question here referred for our decision is whether we shall bear half the expense of the branch line from Auckland to Port Chalmers, or only from Auckland to Wellington. This must be contingent upon the decision as to whether we join New Zealand in the line *via* Auckland. If the line should be *via* Auckland, Fiji should, of course, be omitted, as it would cause a further divergence.

J.F.B.
2/4/75.

* Publication authorized by telegram from Sir D. Cooper, received 3rd April. (See Appendix No. 19, page 204.)

Appendix No. 1.

RUSSELL-SAMUEL AGREEMENT.

The Californian Mail Service.—Memorandum.

THE undersigned being authorized to act respectively for the Governments of New South Wales and New Zealand, have considered the offers made by the Australasian Steam Navigation Company, under date October 17th, 1874, to undertake a steam packet service between San Francisco and Sydney, *via* Honolulu and Auckland, or between the same ports *via* Honolulu and Fiji, and they find that it is not practicable for the two Colonies to unite in accepting either of these offers. While these and other matters relative to the Pacific Mail Service have been under consideration, counsel's opinion has been obtained as to the position of the two Governments as parties to the "permanent contract" with Messrs. Hall and Forbes; and with that opinion before them, the undersigned feel restricted from taking any step to commit their respective Governments to a new permanent contract until February, 1875. The contractors having now completely failed to carry on the "temporary service," the undersigned consider that the most advisable course will be to improve in the most effective manner the interim service now being performed in its stead by the A.S.N. Company, and, at the same time, to relax no effort to enforce payment of the penalty of twenty-five thousand pounds for failure of contract by Messrs Hall and Forbes. In view of the future, the Government of New South Wales insists that any service entered into by the two Colonies for a term of years shall embrace Fiji, and shall not be impaired by any divergence from the direct route between Sydney and San Francisco, calling at Fiji and Honolulu; and the Government of New Zealand strongly objects to the divergence from the direct route between New Zealand and San Francisco, which calling at Fiji necessitates, and consents to that divergence only on condition that the terminus in New Zealand shall be Port Chalmers, on account of the populous and important character of that part of the Colony. At the same time, the balance of testimony goes to show that a service of the requisite speed, punctuality, and comfort to passengers, can only be performed by ships of large capacity, at least 2,500 tons gross register; and it appears highly desirable that the cost of subsidizing ships of this character should be borne equally by both Colonies. The undersigned therefore agree, on behalf of their respective Governments, to unite in establishing and maintaining a mail service to San Francisco on the following conditions:—

1. The two Governments will use their utmost efforts to have the contract (hitherto known as the "permanent contract") made between the undersigned and Messrs. Hall and Forbes, on the 27th day of November, 1873, carried out without alteration.
2. In the event of the present contractors failing to carry out their contract within the* extended time agreed upon, the two Governments will unite to enforce payment of the amount secured to the Governments by bond from the sureties.
3. In the event of failure, as indicated in section 2, and other competent persons declining to undertake the "permanent contract," as made on the 27th November, 1873, the two Governments agree, should

* The commencement of the permanent contract, at the contractor's request, was deferred for three months after the date fixed by the contract agreement. (See Appendix No. 2, page 186.)

In the Colonial Secretary's Office. On inquiry at the Colonial Secretary's Office it was found that the opinion is not there; it is not in the Crown Solicitor's Office—and must have been sent to England with other papers required by the Agent General for prosecution of sureties.

should it be found to be absolutely necessary, to modify the terms thereof so far as to accept a speed of eleven knots, an extended period of eight years, and an increase of subsidy, which, however, shall not exceed £90,000 per annum, without reference to the respective Governments.

4. The ships to be employed shall not be of an inferior class to the ships proposed to be employed in the "permanent contract."

5. The new permanent service may fork at Fiji*, as provided for by the contract of 27th November, 1873, or the ships from Port Chalmers may run through to San Francisco, and the ships from San Francisco run through to Sydney, or other modifications in that respect may be made at the option of the contractors, subject to the approval of the two Governments.

6. The two Governments agree to continue and maintain at their joint expense, and in equal shares, the best service procurable until a thoroughly efficient permanent service, as indicated in the foregoing sections, can be established. The ships calling at Auckland and at a port in Fiji (as may be agreed upon), with a branch steamer between Port Chalmers and Auckland: but this arrangement for a temporary service may be abandoned by either Government, should it be found impossible, by the end of June, 1875, to obtain the permanent service stipulated for within the limits prescribed by this memo.†

7. The two Governments also agree, in the event of their establishing a new permanent service, to bear in equal proportions all special expenditures already incurred by either for the conveyance of mails in consequence of the failure of Messrs. Hall and Forbes to carry on the temporary service, and including the sum of three thousand pounds advanced to the contractors by the Government of New South Wales.‡

8. Each of the two Governments shall appoint an accredited representative to meet and co-operate in England, in February next, with full powers to do all that is necessary to complete a contract for an efficient service from Sydney in New South Wales and from Port Chalmers in New Zealand, upon the plan prescribed in the "permanent contract" before referred to, and to recover the penalties incurred by the failures of Messrs. Hall and Forbes.

9. Should the two Governments ultimately find it impracticable to join in establishing a permanent service, the provisions contained in section 7 of this memorandum shall have no effect, but each Government shall in such case bear its own losses in respect to the expenditure therein referred to.

10. Notwithstanding anything said in this memorandum, it is agreed that, in establishing the new permanent service, preference shall be given to an Australasian Company, all other things being equal.

SAUL SAMUEL,

For the Government of New South Wales.

THOMAS RUSSELL,

For the Government of New Zealand.

Sydney, October 23rd, 1874.

Appendix No. 2.

MAIL SERVICE BETWEEN SAN FRANCISCO AND THE COLONIES.

(PERMANENT CONTRACT, AND BOND, HALL AND FORBES.)

PERMANENT CONTRACT.

ARTICLES of Agreement made and entered into this twenty-seventh day of November, one thousand eight hundred and seventy-three, between the Honorable Saul Samuel, the Postmaster General of the Colony of New South Wales, as such Postmaster General, and acting for and on behalf of the Government of the said Colony, of the first part; the Honorable Julius Vogel, the Postmaster General of the Colony of New Zealand, as such Postmaster General, and acting for and on behalf of the Government of the same Colony, of the second part; Hayden Hezekiah Hall, of Sydney, New South Wales, Agent there for the United States of America; and Paul Siemen Forbes, of 8, Bishopsgate-street Within, in the City of London, ship-owner, hereinafter designated "The Contractors," of the third part;—witness that they, the Contractors, do, for themselves, their heirs, executors, administrators, and assigns, and each of them doth for himself, his heirs, executors, administrators, and assigns (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Contractors), hereby covenant with the Postmaster General of the Colony of New South Wales and his successors, and with the Postmaster General of the Colony of New Zealand and his successors, and also as a separate covenant with each of the Postmasters General and his successors; and the Postmaster General of the Colony of New South Wales and the Postmaster General of the Colony of New Zealand do and each of them doth, for and on behalf of himself respectively as such Postmaster General and his successors respectively, and the Government of the Colony for which he is now respectively the Postmaster General (but so far only as the covenants and agreements hereinafter contained are to be observed or performed by or are applicable to the Government of the said Colonies respectively), hereby covenant with the Contractors, their executors and administrators, in manner following, that is to say:—

1. In the construction of these presents, the following words and expressions shall mean and include (unless such meaning shall be inconsistent with the context) as follows:—"Postmaster General of that Colony of New South Wales" means the Postmaster General for the time being of that Colony; "Postmaster General of the Colony of New Zealand" means the Postmaster General for the time being of that Colony; "Postmasters General" means the Postmaster General for the time being of the Colony of New South Wales and the Postmaster General for the time being of the Colony of New Zealand; "Contractors" includes the heirs, executors, administrators, and assigns of the Contractors, and of each of them; "mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns,

* Kandavu.

† A temporary service between Sydney and San Francisco, *via* Auckland and Honolulu, was arranged with the A.S.N. Co., in terms of this clause, and is now being performed at a cost to each Colony of £52,000 per annum. The New Zealand Government provides a service between Auckland and Port Chalmers, half the expense of which, under this clause, we shall have to pay, but no particulars of the cost are yet to hand.

‡ The amount payable by New Zealand under this clause, in the event of the two Colonies jointly establishing a permanent service, will be about £7,340 (including half of the advance of £8,000 to Hall and Forbes), but we shall have to pay half of any special charge incurred by New Zealand. No particulars of any such charges are yet to hand.

patterns, and all other articles transmissible by post, without regard either to the place to which they may be addressed or to that in which they may have originated; also, all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office Service; "mail" means the aggregate of mails transmitted at one time by any of the vessels for the time being employed in the Mail Service under this contract; and "hours" means hours calculated according to Greenwich time.

2. The Contractors shall from time to time, and at all times during the period of six years to be computed from the twenty-seventh day of November, one thousand eight hundred and seventy-four, convey all Her Majesty's mails which, and all other mails, of whatever country or place, which the Postmasters General, or either of them, shall at any time and from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports, to and from the ports of Honolulu in the Sandwich Islands and Kandavau in the Fiji Islands, and according to the routes, within the respective times, and in manner hereinafter provided; and, so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of this Contract, shall and will provide and keep seaworthy, and in complete repair and readiness for such purpose, a sufficient number of, and not less than four, good substantial and efficient screw steam-vessels of the first class, and fully equal to class 100 A1, Lloyd's Register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power, for a minimum continuous speed of twelve nautical miles per hour: all such vessels and engines being built expressly for the purposes of this Contract, and according to plans, sections, and specifications, to be previously approved by or on behalf of the Postmasters General, the vessels having spar decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes.

Contractors to provide vessels.

3. The steam-vessels to be employed under this Contract shall be of the capacity aforesaid, and shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning-conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of twelve nautical miles per hour, and for the service hereby agreed to be performed, and also manned and provided with competent and legally qualified officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, and with a competent surgeon; to be in all respects, as to vessels, engines, equipments, and capacity, subject, in the first instance, and from time to time, and at all times afterwards, to the approval of the Postmasters General, or of such other person or persons as they shall jointly or severally at any time or times, or from time to time, authorize to inspect and examine the same; and no vessel shall be employed or used for the purposes of this Contract until approved as aforesaid.

Vessels to be furnished with machinery, tackle, &c.

4. The Postmasters General, or either of them, shall have full power, whenever and as often as they or he may deem it requisite, by any of their or his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels employed or to be employed in the performance of this Contract, and to survey all or any of such vessels, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel; and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the Contractors; and for the purposes aforesaid, the said vessels shall (if necessary) be opened in their hulls whenever the said officers or agents may so require. And if any such vessel, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, shall on any such survey be declared by any such officers or agents unseaworthy or not adapted to the service hereby agreed to be performed, or any such officers, engineers, or crew shall be so declared ineligible, every vessel which shall be disapproved of, or in which such deficiency or defect shall appear, shall be deemed insufficient for any service hereby agreed to be performed, and shall not be again employed in the conveyance of mails until such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same; and any of such officers, engineers, or crew declared ineligible shall not be employed in the said service.

Power to inspect vessels, officers, and crew, and suspend use of vessels not satisfactory.

5. The route by which the mails shall be conveyed as aforesaid shall be by way of Honolulu and Kandavau aforesaid, and *vice versa*, at each of which ports the said vessel shall call on each journey, for the receipt and delivery of mails, allowing a sufficient time at each place for the purpose, but the said vessel shall not call at any other intermediate place without the consent in writing of the Postmasters General. The mails shall be conveyed thirteen times in each year between San Francisco and the said Colonies, and at the same rate between the said Colonies and San Francisco, and the vessel employed to convey the same shall leave the respective ports of departure on the days and at the times to be from time to time appointed for the purpose by the Postmasters General. The vessels conveying the mails from San Francisco shall proceed alternately to New South Wales and to New Zealand, and the mails for New Zealand or New South Wales, as the case may require, shall be transhipped at the said port of Kandavau into and be conveyed by another of the said vessels to the Colony. The vessels conveying the mails to San Francisco shall proceed thither alternately from New South Wales and from New Zealand, and the mails from New Zealand or New South Wales as the case may require, shall be conveyed by the Contractors in another of the said vessels to the said port of Kandavau, and be there transhipped into and conveyed by the vessel going to San Francisco. The New South Wales mails shall be delivered at and despatched from the port of Sydney, and the New Zealand mails shall be delivered at and despatched from the ports of Port Chalmers, Lyttleton, Wellington, and Auckland, respectively, and in passing Hawke's Bay the mail vessel shall (weather permitting) call off Napier to deliver and receive mails to and from that place; the said last-mentioned mails to be delivered to and received from a steam launch to be provided by the Postmaster General of New Zealand; and the Contractors shall convey with the mails from or to San Francisco any local mails between the said ports of New Zealand respectively as may be required by the Postmaster General of New Zealand to be so conveyed.

Mail routes and times of departure of vessels.

6. The Contractors, at their own expense, shall deliver and take the mails to and from the shore at convenient places, to be from time to time appointed by the Postmasters General respectively in the respective ports (except Napier), where the mails are to be delivered or received; also, shall convey the same, and the officers having charge of them, to and from the shore, as may be necessary, in suitable boats furnished

Receipt and delivery of mails.

furnished with suitable coverings for the mails, and properly equipped and manned; also, shall tranship from one vessel into the other the mails which, under this Contract, are to be transhipped at Kandavau, and shall from time to time convey the officers or agents of the Postmasters General respectively to and from the shore at any of the said ports as often as may be necessary in the execution of their duties respectively, in the event of a suitable boat not being conveniently obtainable from the shore for the purpose.

Power to delay departure of vessels.

7. If either of the said Postmasters General, or their respective officers or agents, shall at any time deem it requisite for the public service that any vessel should be detained beyond the appointed time of departure, it shall be lawful for either of the Postmasters General, or such officers or agents, to order such delay, not exceeding forty-eight hours at San Francisco, and not exceeding twenty-four hours at Sydney, or twenty-four hours at any other port, by letter addressed to and delivered to the commander of the vessel, or the person acting as such, or left for him at the office of the Contractors in the port, or on board the vessel, three hours at least before the hour appointed for departure. If when the through mail vessel going to San Francisco shall be ready to leave the port of Kandavau, the branch mail vessel shall not have arrived from Sydney or New Zealand, as the case may be, the through-going mail vessel shall wait at Kandavau for the arrival of the other vessel, but not exceeding seventy-two hours from the time of arrival there of the through-going vessel; and in order to insure the due carrying of the mails from San Francisco, the Contractors, without any such notice, shall delay any vessel (if necessary) seven days, to await the arrival of the English mails from New York for Australia or New Zealand. The Postmaster General of New Zealand shall be at liberty from time to time to vary the times of departure of the mails at and from the ports in New Zealand, but not so as to vary the times of departure from the Port of Auckland for Kandavau more than twenty-four hours, without the consent of the Postmaster General of New South Wales.

Penalty for delay in putting on boats.

8. If from any cause whatsoever, at any time or times hereafter, one of the vessels aforesaid shall not be at the ports of departure of San Francisco, Sydney, and Port Chalmers respectively, ready to put to sea in due time to perform the services hereby contracted to be performed, the Contractors shall pay as and by way of liquidated damages to the Postmasters General (for the use of the Governments of the said Colonies, or for the Government of whichever of the said Colonies may be affected by such default, as the case may be), in respect of every mail that shall be delayed by reason of any such default as aforesaid, the sum of three hundred pounds, and the further sum of one hundred pounds for every day which shall elapse between the time at which the mails shall be appointed to leave the port of departure and the time at which the vessel conveying the same shall leave the port: Provided always that the Postmasters General shall have power to remit or reduce any of the sums payable, as in this clause mentioned, if they shall be satisfied that any such default as aforesaid was attributable to causes over which the Contractors had no control.

Times within which service to be performed.

9. The mails, whether carried in through-going vessels or transhipped as aforesaid, shall be safely conveyed from San Francisco to Sydney, and from Sydney to San Francisco, within six hundred hours, and from San Francisco to Auckland, and from Auckland to San Francisco, within five hundred and forty-six hours, and from San Francisco to Port Chalmers, and from Port Chalmers to San Francisco within six hundred and seventy-one hours, the times aforesaid to be calculated from the times appointed for the departure of the mail respectively, unless any vessel shall be delayed in consequence of the mail not being ready for embarkation in due time, either at San Francisco or at Sydney, or in New Zealand, in which case the time shall be calculated from the time of the mail being ready for delivery at the port where the delay shall take place. The Contractors admit and agree that in the times above-named sufficient times have been allowed for coaling and stoppages at Honolulu and Kandavau and the ports of New Zealand respectively. The Contractors shall not be relieved or discharged of their liability or responsibility under this Contract by reason of any branch mail vessel not reaching Kandavau in time to forward its mail by the through-going vessel. And in case of the loss of any of the mails by wreck of any mail vessel, or otherwise, the Contractors, shall, with all possible despatch, at their own cost, do all such acts and take all such measures as may be reasonably done and taken to recover the mails so lost; and the Contractors shall be liable for all damage or injury to any of the mails, from whatever cause the same may arise or happen, except fire, the act of God, or the Queen's enemies.

Payments by Colony of New South Wales.

10. For the conveyance of each mail from San Francisco to Sydney, and *vice versa*, the Postmaster General of New South Wales will pay to the Contractors at Sydney as follows, *videlicet*:—If the mail shall be conveyed within six hundred hours as aforesaid, the sum of one thousand five hundred and thirty-eight pounds nine shillings and two-pence; but if the mail shall not be so conveyed, then, in lieu thereof, one of the lesser sums of money, as mentioned in Schedule A, hereunder written, according to the time within which the mail shall be conveyed. And if the time occupied in conveying the mail shall exceed seven hundred and eight hours, then the sum lastly mentioned in the said Schedule to be paid shall be reduced in the proportion of two pounds for every hour in excess of seven hundred and eight hours occupied in conveying the mail. The times aforesaid to be computed as mentioned in clause No. 9 of these presents.

Payments by Colony of New Zealand.

11. For the conveyance of each mail from San Francisco to New Zealand, and *vice versa*, the Postmaster General of New Zealand will pay to the Contractors at Wellington as follows, *videlicet*:—If the mail from San Francisco to New Zealand shall be conveyed from San Francisco to Auckland within five hundred and forty-six hours, and shall also be conveyed from San Francisco to Port Chalmers within six hundred and seventy-one hours, or from New Zealand to San Francisco, shall be conveyed from Port Chalmers to San Francisco within six hundred and seventy-one hours as aforesaid, as the case may be, then the sum of one thousand five hundred and thirty-eight pounds nine shillings and two pence; but if the mail shall not be so conveyed, then, in lieu thereof, one of the lesser sums of money, as mentioned in Schedule B, hereunder written, according to the time within which the mail shall be so conveyed. And if the time occupied in so conveying the mail shall exceed seven hundred and eighty-five hours, then the sum lastly mentioned in the said Schedule B to be paid shall be reduced in the proportion of two pounds for every hour in excess of seven hundred and eighty-five hours occupied in so conveying the mail. The times aforesaid to be computed as mentioned in clause No. 9 of these presents.

Bonus if mail delivered before time.

12. For each and every mail which the Contractors shall deliver at Sydney twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster General of New South Wales the sum of twenty-five pounds; and for each and every mail which the Contractors shall

shall deliver at Auckland twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster General of New Zealand the sum of twenty-five pounds.

13. The sums payable to the Contractors under the three last preceding clauses shall be in full satisfaction for all services rendered under this Contract, including the receipt, conveyance, and delivery, by the Contractors, of the mails to and from Honolulu and Kandavan respectively, and shall be payable at the respective Treasuries in the places appointed for payment, to an agent to be appointed by the Contractors at each of those places to receive the same respectively, immediately after the due delivery of each mail or the advice of such delivery shall be received: Provided always, that the provisions hereinbefore contained for payment for the conveyance of mails otherwise than within the times stipulated for in clause No. 9 of these presents shall not be deemed or construed to relieve the Contractors from liability for default in the due performance of the stipulations contained in the same clause, or to disentitle the Postmasters General to determine this Contract under clause No. 24 of these presents, on account of any such default, it being hereby expressly agreed that the performance of the service hereby contracted to be performed within the times mentioned in clause No. 9 of these presents shall be deemed and held to be the essence of this Contract.

When and where payments to be made.

14. The Colonies of New South Wales and New Zealand, or either of them, shall be entitled to retain to their or its own use respectively any subsidy allowed to them, or either of them, by the Government of the United Kingdom of Great Britain and Ireland, and to retain and divide between them equally any subsidy or payment which may be agreed to be paid by any other Australasian Colony or Dependency for the conveyance of mails over the aforesaid routes, after deducting any payments made, or expenses, if any, incurred by the Postmasters General, or either of them, for the conveying mails to or from any or either of the ports or places hereinbefore appointed for the receipt or delivery of mails; but the Contractors shall be entitled to the benefit of, and to receive any subsidies or payments which the Contractors may be able to induce any Colony or Dependency, or Government other than the Governments of the United Kingdom of Great Britain and Ireland and of any Australasian Colony, to agree to pay for the conveyance of mails over the aforesaid routes, after deducting any payments made, or expenses, if any, incurred by the Postmasters General, or either of them, for the conveying mails to and from any or either of the ports or places aforesaid.

As to subsidies for conveyance of other mails.

15. The Contractors shall provide, to the satisfaction of the Postmasters General, on board all steam-vessels employed under this Contract, proper, safe, and convenient places of deposit for the mails, with locks, keys, and secure fastenings.

Vessels to be fitted with places for deposit of mails.

16. The Contractors shall also provide, to the satisfaction of the Postmaster General, all necessary and suitable accommodation, including lights, for the purpose of sorting and making up the mails on board the several vessels employed under this Contract; and, on being required to do so by the Postmasters General or either of them, shall at their own cost, erect or set apart in each of the said vessels a separate and convenient room for such purposes; and all such furniture, lamps, fittings, and other conveniences, shall be from time to time cleansed and kept in repair, and the oil for the lamps supplied by the servants of and at the cost of the Contractors. The master or commander of each of the said vessels shall also, if required, provide assistance for conveying the mails between the mail-room and the sorting-room without charge.

Accommodation to be provided for sorting mails.

17. If the Postmasters General, or either of them, shall think fit to entrust the charge and custody of the mail or his respective mail to the master or commander of any vessel to be employed under this Contract, and in all cases where the officer or other person appointed to have charge of the mail shall be absent to the knowledge of the master or commander of such vessel, such master or commander shall without any charge, take due care of, and the Contractors shall be responsible for the receipt, safe custody and delivery of the said mail at the several appointed places on the shore in the respective ports, as part of the services hereby contracted to be rendered. The master or commander shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmasters General, or either of them, or their or either of their officers, shall from time to time reasonably require.

Mails may be entrusted to commander.

18. The Contractors, and all commanding and other officers in charge of the vessels employed under this Contract, shall at all times punctually attend to the orders and directions of the Postmasters General or either of them, their or either of their officers or agents, as to the mode, time, and place of landing, delivering, and receiving the mails, subject to the special provisions herein contained, and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

Orders of officers of Post Office to be attended to.

19. The Contractors shall have no claim to any postage nor to any sum on account thereof for mails carried in any vessel employed in the service under this Contract, or on account of any services rendered, except as herein specially provided to be paid.

Contractors to have no claim for postage, &c.

20. The Contractors shall provide suitable first-class accommodation for a mail officer or agent and one assistant for each of the Postmasters General on board each of the vessels employed under this Contract, who shall be at liberty to use such accommodation as may be required for the performance of their duties; and such officers or agents and assistants shall be victualled by the Contractors as chief cabin passengers, without charge either for their passages or victualling, and whilst the vessel stays at any port excepting the ports of Sydney and San Francisco, to or from which the mails are conveyed, such officers, agents, and assistants shall be allowed to remain on board and shall be victualled as aforesaid.

Accommodation to be provided for Post Office officials.

21. Every such mail officer or agent and assistant shall be recognized and treated by the Contractors, their officers and agents, as the agent of the Postmaster General respectively or Postmasters General by whom he may have been appointed, as the case may be, and as having full authority in all cases to require a due and strict performance of this Contract: Provided that no such agent, officer, or assistant shall have power to control or interfere with any master, commander, or officer, in the performance of his duty; and every such agent, officer, and assistant shall be subject to all general orders issued by the master or commander for the good order, health, and comfort of the passengers and crew and the safety of the vessel.

Post Office officials to be treated as agents of Postmasters General.

22. During the continuance of this Contract, and so long as the same shall be faithfully carried out by the Contractors, no charge for pilotage, tonnage, light-house or harbour dues, shall be made in New South Wales for any of the steam-vessels employed in carrying out this Contract; and the Contractors shall be at liberty to use once in every four weeks, for five days at a time, the Fitz Roy Dry Dock at Sydney, if not leased or otherwise occupied, and also the workshops there, on payment only of the expenses of

Vessels not to pay dues.

of and attending such use; and no charge for pilotage, tonnage, light-house or harbour dues, shall be made at any port in New Zealand in respect of any of the steam-vessels employed in carrying out this Contract.

Contract not to be assigned.

23. This Contract, or any part thereof, shall not be assigned or underlet or disposed of by the Contractors, without the joint consent, in writing, of the Postmasters General first obtained for such purpose.

If Contract assigned, or Contract not being *bona fide* performed, Postmasters General may put an end to it.

24. In case this Contract or any part thereof, shall be assigned, underlet, or otherwise disposed of by the Contractors, otherwise than with such consent as last aforesaid, or in case of any great or habitual non-performance or non-observance of this Contract, or of any of the covenants, matters, or things herein contained, and on the part of the Contractors, their officers, agents, or servants, or any of them, to be observed and performed, and whether there be or be not any penalty or sum of money payable by the Contractors for any such non-observance or non-performance, it shall be lawful for the Postmasters General, if they shall be of opinion that the Contractors are not *bona fide* carrying out the provisions herein contained, and they shall jointly so think fit (and notwithstanding there may or may not have been any former non-observance or non-performance of this Contract), by writing under their hands, to determine this Contract without any previous notice to the Contractors or their agents; and the Contractors shall not be entitled to any compensation in respect of such determination; and such determination shall not deprive the Postmasters General or either of them of any rights or remedies to which they or he would otherwise be entitled by reason of any non-observance or non-performance of any of the provisions herein contained: Provided always that if within, but not after, twenty-eight days after any notice of the determination of this Contract shall have been given to either of the Contractors, or left for them as hereinafter mentioned, the Contractors shall give notice in writing to the Postmasters General that they require that the question whether there was such a great or habitual non-observance or non-performance of this Contract on the part of the Contractors as to justify the Postmaster General in determining the same, shall be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Postmasters General and the Contractors. In case the arbitrator or arbitrators or the umpire shall at any time or times decide that the Postmasters General were not justified in determining the Contract, the Postmasters General shall have and be entitled from time to time to exercise the power hereinbefore given to them to determine the Contract as fully and effectually as if they had not on any previous occasion or occasions attempted to exercise such power.

Vessels en route to complete voyage.

25. The Postmasters General may, if they think fit, except from any such determination any voyage or voyages, and if any vessel or vessels should have started before the determination of this Contract, or before the masters or commanders thereof could have received the news of such determination, or should after the determination start with a mail on any voyage or voyages so excepted as aforesaid, the voyage or voyages shall be continued and performed, and the mails be delivered and received as if this Contract had remained in force with regard to any such vessels; and with respect to such vessels, this Contract shall be considered as having terminated only when such vessels shall have reached their port or place of destination and the mails carried by them shall have been delivered.

Notices how to be given.

26. All notices or directions which are hereby authorized to be given to the Contractors, their officers, servants, or agents, may be delivered to the master or commander of any of the said vessels, or other officer or agent of the Contractors in the charge or management of any vessel employed in the performance of this Contract, on board such vessel, or left for the Contractors on board such vessel or at either of the offices or houses of business at Sydney or Auckland, of the Contractors or their agents, and any notices or directions so given or left shall be binding on the Contractors: Provided always that any notice of the determination of this Contract shall be given to one of the Contractors or left for them at their last known office or place of business in San Francisco, Sydney, or Auckland, if any, as the Postmasters General may think fit.

Power may be delegated.

27. It shall be lawful for the Postmasters General, or either of them, by writing under their respective hands, at any time and from time to time to delegate all or any of the powers, whether joint or several, vested in them or him respectively by virtue of this Contract to such person or persons as they or he may think fit.

Damages for default.

28. If the Contractors shall fail to commence the performance of the services hereby contracted to be by them performed according to the provisions hereof, or having commenced the same shall refuse or wilfully neglect to carry on the same according to the true intent and meaning of these presents, they shall forfeit and pay to the said Postmasters General the sum of twenty-five thousand pounds, to be equally divided between the Postmasters General as and by way of liquidated damages and not by way of penalty.

Sums payable by the Contractors to be a debt.

29. All and every the sums of money hereby stipulated to be paid by the Contractors shall be considered as liquidated or ascertained damages, whether any damage or loss shall have or shall not have been sustained, and may be set off by the Postmasters General or either of them, against any moneys payable to the Contractors under or by virtue of these presents, or may be enforced by both or either of the Postmasters General as a debt due with full costs of suit at their or his discretion: Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the rights of the Postmasters General or either of them to treat such defaults as a non-observance or non-performance of this Contract on the part of the Contractors.

Contractors to enter into Bond.

30. The Contractors with two sureties to be approved by the Postmasters General, shall jointly and severally enter into a Bond in the penal sum of £25,000, conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors herein contained according to a draft already agreed upon.

Arbitration clause.

31. If any dispute, question, difference, or controversy, shall arise between the Postmasters General or their respective Governments and the Contractors, touching these presents, or any clause or thing herein contained, or the construction thereof, or any matter in any way connected with these presents, or the operation hereof, or the rights, duties, or liabilities of the said Governments respectively, or of the Contractors in connection with the premises, then, and in every or any such case, the matter in difference shall be referred to arbitration in manner hereinafter mentioned, and the award of the arbitrator or the arbitrators or the umpire appointed as hereinafter mentioned, as the case may be, shall be binding and conclusive in every respect.

32. Unless the Postmasters General and the Contractors shall concur in the appointment of a single arbitrator, each party, on the request of the other party, shall nominate and appoint an arbitrator, to whom such

such dispute, question, difference, or controversy shall be referred; and every appointment of an arbitrator shall be made on the part of the Postmasters General under their hands, and on the part of the Contractors under their hands, or under the hand of either of them, or under the hand of the accredited agent of the Contractors, if any, at Sydney or Auckland; and such appointment shall be made in duplicate, and be delivered one part to the other party and the other part to the arbitrator on the part of the party by whom the same shall be made; and after any such appointment shall have been made, neither party shall have power to revoke the same without the consent of the other, nor shall the death of either party operate as a revocation; and if for the space of fourteen days after any such dispute shall have arisen, and after a request in writing in which shall be stated the matters required to be referred to arbitration shall have been served upon the Postmasters General respectively, or given to either of the Contractors, or left for them at their last known office or place of business in San Francisco, Sydney, or Auckland (if any), as the case may be, by the one party on the other party to appoint an arbitrator, such last-mentioned party fail to appoint an arbitrator, then upon such failure the party making the request and having appointed an arbitrator may appoint such arbitrator to act on behalf of both parties, and such arbitrator may proceed to hear and determine the matters which shall be in dispute, and in such case the award or determination of such single arbitrator shall be final.

33. If before the matters so referred shall be determined any arbitrator appointed by either party die or become incapable, the party by whom such arbitrator was appointed, his successors in office, executors or administrators, may nominate and appoint in writing some other person to act in his place; and if for the space of fourteen days after notice in writing from the other party for that purpose he fail to do so, the remaining or other arbitrator may proceed *ex parte*, and every arbitrator so to be substituted as aforesaid shall have the same powers and authorities as were vested in the former arbitrator at the time of such his death or disability as aforesaid.

34. Where more than one arbitrator shall have been appointed, such arbitrators shall, before they enter upon the matters referred to them, nominate and appoint, by writing under their hands, an umpire to decide on any such matters on which they shall differ or which shall be referred to him; and if such umpire shall die or become incapable to act, they shall forthwith after such death or incapacity appoint another umpire in his place, and the decision of every such umpire on the matters so referred to him shall be final.

35. If in either of the cases aforesaid, the said arbitrators shall refuse, or shall for fourteen days after the request of either party to such arbitration, neglect to appoint an umpire, the Governor for the time-being of the Colony of New South Wales shall, on the application of either party to such arbitration, appoint an umpire, and the decision of such umpire on the matters on which the arbitrators shall differ or which shall be referred to him shall be final.

36. If when a single arbitrator shall have been appointed, or shall be proceeding *ex parte* under any of the provisions herein contained, such arbitrator shall die or become incapable to act before he shall have made his award, the matters referred to him shall be determined by arbitration in the same manner as if no such arbitrator had been appointed.

37. If where more than one arbitrator shall have been appointed, either of the arbitrators refuse or for fourteen days neglect to act, the other arbitrator may proceed *ex parte*, and the decision of such other arbitrator shall be as effectual as if he had been the single arbitrator appointed by both parties.

38. If where more than one arbitrator shall have been appointed, and where neither of them shall refuse or neglect to act as aforesaid, such arbitrators shall fail to make their award within three calendar months after the day on which the last of such arbitrators shall have been appointed, or within such extended time (if any) as shall have been appointed for that purpose by both such arbitrators under their hands, the matters referred to them shall be determined by the umpire to be appointed as aforesaid; and the umpire shall make his award within three calendar months after the time when his duties shall commence, or within such extended time (if any) as shall have been appointed for that purpose by the umpire under his hand.

39. The said arbitrator or arbitrators or their umpire may call for the production of any documents in the possession or power of either party which they or he may think necessary for determining the question in dispute, and may examine the parties or their witnesses on oath, and administer the oaths necessary for that purpose.

40. The costs of every such arbitration and of the award shall be in the discretion of the arbitrator, arbitrators, or umpire, who may direct to and by whom and in what manner the same, or any part thereof, shall be paid.

41. The arbitration shall take place and be conducted at Sydney aforesaid, and the arbitrator or arbitrators, or the umpire, as the case may be, shall deliver his or their award in writing to the Postmasters General, and the Postmasters General shall retain the same, and shall forthwith on demand, at their own expense, furnish a copy thereof to the Contractors, and shall at all times on demand produce the said award, and allow the same to be inspected or examined by the Contractors, or any person appointed by them for that purpose.

42. This submission to arbitration may be made a rule of any of the Superior Courts of the United Kingdom of Great Britain and Ireland, or of the said Colonies, on the application of either the Postmasters General or the Contractors.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

SCHEDULE A ABOVE REFERRED TO.

SCALE of Payment to be made by the Postmaster General of New South Wales for each Mail conveyed from San Francisco to Sydney, and *vice versa*.

If conveyed within six hundred hours, one thousand five hundred and thirty-eight pounds nine shillings and two pence.

If not so conveyed, but conveyed within six hundred and twenty-two hours, one thousand four hundred and forty-two pounds six shillings.

If not so conveyed, but conveyed within six hundred and forty-eight hours, one thousand three hundred and forty-six pounds three shillings.

If

If not so conveyed, but conveyed within six hundred and seventy-eight hours, one thousand two hundred and fifty pounds.

If not so conveyed, but conveyed within seven hundred and eight hours, one thousand one hundred and fifty-three pounds sixteen shillings and eleven pence.

SCHEDULE B ABOVE REFERRED TO.

SCALE of Payment to be made by the Postmaster General of New Zealand for each Mail conveyed from San Francisco to New Zealand, and *vice versa*.

If conveyed from San Francisco to Auckland within five hundred and forty-six hours and from San Francisco to Port Chalmers within six hundred and seventy-one hours, or from Port Chalmers to San Francisco within six hundred and seventy-one hours, as the case may be, one thousand five hundred and thirty-eight pounds nine shillings and two pence.

If not so conveyed, but conveyed from San Francisco to Auckland within five hundred and sixty-eight hours and from San Francisco to Port Chalmers within six hundred and ninety-five hours, or from Port Chalmers to San Francisco within six hundred and ninety-five hours, as the case may be, one thousand four hundred and forty-two pounds six shillings.

If not so conveyed, but conveyed from San Francisco to Auckland within five hundred and ninety-one hours and from San Francisco to Port Chalmers within seven hundred and twenty-two hours, or from Port Chalmers to San Francisco within seven hundred and twenty-two hours, as the case may be, one thousand three hundred and forty-six pounds three shillings.

If not so conveyed, but conveyed from San Francisco to Auckland within six hundred and seventeen hours and from San Francisco to Port Chalmers within seven hundred and fifty-two hours, or from Port Chalmers to San Francisco within seven hundred and fifty-two hours, as the case may be, one thousand two hundred and fifty pounds.

If not so conveyed, but conveyed from San Francisco to Auckland within six hundred and forty-five hours, and from San Francisco to Port Chalmers within seven hundred and eighty-five hours, or from Port Chalmers to San Francisco within seven hundred and eighty-five hours, as the case may be, one thousand one hundred and fifty-three pounds sixteen shillings and eleven pence.

SAUL SAMUEL, (L.S.)
(as Postmaster General of New South Wales.)
JULIUS VOGEL, (L.S.)
(as Postmaster General of New Zealand, by his
Attorney, T. RUSSELL).
H. H. HALL. (L.S.)
PAUL S. FORBES. (L.S.)

Signed, sealed, and delivered by the above-named Hon. Saul Samuel, Hayden Hezekiah Hall, and Paul Siemen Forbes, in the presence of,—

JNO. MACKRELL,
Solr., 21, Cannon-street, London.
JOHN WIDDECOMBE,
92, Gresham House, London.

Signed, sealed, and delivered, by the above-named Hon. Julius Vogel, by his Attorney, Thomas Russell, in the presence of,—

JNO. MACKRELL.

BOND.

- Know all men by these presents that we, Hayden Hezekiah Hall, of the City of Sydney, in the Colony of New South Wales, Agent there for the United States of America, Paul Siemen Forbes, of No. 8, Bishopsgate-street Within, in the City of London, shipowner, Edward Münster de Bussche, of Ryde, in the Isle of Wight, in the County of Southampton, shipowner, and Edward Cunningham, of No. 8, Bishopsgate-street Within, aforesaid, merchant and shipowner, are jointly and severally held and firmly bound to the Honorable Saul Samuel, the Postmaster General of the said Colony of New South Wales, as such Postmaster General, and acting for and on behalf of the Government of such Colony, and to the Honorable Julius Vogel, the Postmaster General of the Colony of New Zealand, as such Postmaster General, and acting for and on behalf of the Government of such Colony, in the sum of £25,000 of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to the said Saul Samuel and Julius Vogel, and their successors in their respective offices of Postmaster General of the said Colony of New South Wales and Postmaster General of the said Colony of New Zealand, for which payment to be well and truly made, we, and each of us, bind ourselves and himself, our and his heirs, executors, administrators, and assigns, and every of them, firmly by these presents. Scaled with our seals. Dated this 27th day of November, 1873.

WHEREAS by certain Articles of Agreement made and entered into on the 27th day of November, 1873, between the said Saul Samuel, as Postmaster General of, and acting for and on behalf of the Government of the said Colony of New South Wales, of the first part; the said Julius Vogel, as Postmaster General of, and acting for and on behalf of the Government of the said Colony of New Zealand, of the second part; and the above-bounden Hayden Hezekiah Hall and Paul Siemen Forbes, who in the said Articles of Agreement are designated "the Contractors," of the third part: it is witnessed that they, the Contractors, did for themselves, their heirs, executors, administrators, and assigns, and each of them, did for himself, his heirs, executors, administrators, and assigns (so far as the covenants and agreements hereinafter contained were to be observed and performed by the Contractors), covenant with the Postmaster General of the said Colony of New South Wales and his successors, and with the Postmaster General of the said Colony of New Zealand and his successors, and also as a separate covenant with each of the Postmasters General and his successors (amongst other things Article 2), that the Contractors should from time to time, and at all times during the period of six years to be computed

from

from the 27th day of November, 1874, convey all Her Majesty's mails, which, and all other mails, as in the contract now in recital defined, which the Postmasters General, or either of them, should at any time and from time to time, require the contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports, to and from the ports of Honolulu in the Sandwich Islands and Kandavau in the Fiji Islands, and according to the routes, within the respective times, and in manner hereinafter provided; and so long as the whole or any part of the services thereby agreed to be performed ought to be performed in pursuance of the now reciting contract, should and would provide and keep seaworthy, and in complete repair and readiness for such purpose, a sufficient number of, and not less than four good, substantial, and efficient screw steam-vessels of the first class, and fully equal to Class 100, A 1, Lloyd's Register, and of not less gross registered tonnage than 2,500 tons each, constructed of iron, and propelled by first-rate engines, of adequate power for a minimum continuous speed of 12 nautical miles per hour, all such vessels and engines being built expressly for the purposes of the now reciting Contract, and according to plans, sections, and specifications to be previously approved by or on behalf of the Postmasters General, the vessels having spar-decks, and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes; (Article 3) that the steam-vessels to be employed under the now reciting contract should be of the capacity aforesaid, and should be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning-conductors, charts, chronometers, nautical instruments, and whatsoever else might be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of 12 nautical miles per hour, and for the service thereby agreed to be performed, and also manned and provided with competent and legally qualified officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, and with a competent surgeon, to be in all respects, as to vessels, engines, equipments and capacity, subject in the first instance, and from time to time, and at all times afterwards, to the approval of the Postmasters General, or of such other person or persons as they should jointly or severally at any time or times, or from time to time authorize to inspect and examine the same, and no vessel should be employed or used for the purposes of the now reciting contract until approved as aforesaid; (Article 4) that the Postmasters General, or either of them, should have full power whenever and as often as they or he might deem it requisite by any of their or his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels employed or to be employed in the performance of the now recited contract, and to survey all or any of such vessels and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel, and any defect or deficiency that might be discovered on any such survey should be forthwith repaired or supplied by the contractors, and for the purposes aforesaid the said vessels should (if necessary) be opened in their hulls whenever the said officers or agents might so require:—And if any such vessel or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, should on any such survey be declared by any such officers or agents unseaworthy, or not adapted to the service, thereby agreed to be performed, or any such officers, engineers, or crew should be so declared ineligible, every vessel which should be disapproved of or in which such deficiency or defect should appear should be deemed insufficient for any service thereby agreed to be performed, and should not be again employed in the conveyance of mails until such defect or deficiency had been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same, and any of such officers, engineers, or crew declared ineligible should not be employed in the said service; and it was in the now reciting contract further covenanted and agreed (amongst other things, Article 28) that if the contractors should fail to commence the performance of the services thereby contracted to be by them performed according to the provisions thereof, or having commenced the same should refuse or wilfully neglect to carry on the same according to the true intent and meaning of the now reciting presents, they should forfeit and pay to the said Postmasters General the sum of £25,000, to be equally divided between them the Postmasters General, as and by way of liquidated damages, and not by way of penalty; (Article 29) that all and every the sums of money thereby stipulated to be paid by the Contractors should be considered as liquidated or ascertained damages, whether any damage or loss should have or should not have been sustained, and might be set off by the Postmasters General, or either of them, against any moneys payable to the Contractors under or by virtue of the now reciting presents, or might be enforced by both or either of the Postmasters General as a debt due with full costs of suit at their or his discretion: Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements therein contained should not in any manner prejudice the rights of the Postmasters General, or either of them, to treat such defaults as a non-observance or non-performance of the now-reciting Contract on the part of the Contractors; (Article 30) that the Contractors with two sureties to be approved by the Postmasters General, should jointly and severally enter into a bond in the penal sum of £25,000 conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors therein contained, according to a draft then already agreed upon, meaning the draft of these presents: Now, the condition of the above-written Bond or obligation is such, that if in case the said Hayden Hezekiah Hall and Paul Siemen Forbes, while the whole or any part of the services by the said Articles of Agreement agreed to be performed ought to be performed in pursuance of the said Contract, shall not provide, or in case having provided, they shall not keep seaworthy and in complete repair and readiness for the purpose of conveying, from time to time, and at all times during the period of six years to be computed from the 27th day of November, 1874, all Her Majesty's mails which, and all other mails which the Postmaster General for the time-being of the Colony of New South Wales, and the Postmaster General for the time-being of the Colony of New Zealand, or either of them, shall at any time, or from time to time, require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports, to and from the said ports of Honolulu and Kandavau, a sufficient number of, and not less than four good, substantial and efficient screw steam-vessels of the first class, and fully equal to 100 A1, Lloyd's Register, and of not less gross registered tonnage than 2,500 tons each, constructed of iron, and propelled by first-rate engines of adequate power for a minimum continuous speed of 12 nautical miles per hour, or in case any of the vessels and engines

employed in the said service shall not have been built expressly for the purposes of the said Contract, and according to plans, sections, and specifications previously approved by or on behalf of the said Postmasters General, or in case any of such vessels shall not have spar decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, or in case any vessel shall be employed or used for the purposes of the said Contract which shall not have been approved as aforesaid, or in case any vessel which on any such survey as in the said Articles of Agreement mentioned shall have been disapproved of, or in which such deficiency or defect as in the said Articles mentioned shall have appeared shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same, the said Hayden Hezekiah Hall, Paul Siemen Forbes, Edward Münster de Bussche, and Edward Cunningham, or some or one of them, or the executors or administrators of some or one of them, do and shall in any or either of the said cases pay unto the Postmasters General for the time being of the said Colonies the sum of £25,000 as and for liquidated damages, then the above written Bond or obligation shall be void, otherwise to remain in full force and virtue.

H. H. HALL. (L.S.)
 PAUL S. FORBES. (L.S.)
 E. M. DE BUSSCHE. (L.S.)
 EDWARD CUNNINGHAM. (L.S.)

Signed, sealed, and delivered by the above-named Hayden Hezekiah Hall, Paul Siemen Forbes, Edward Münster de Bussche, and Edward Cunningham, in the presence of,—

JOHN MACKRELL,
 Solr., 21, Cannon-street, London.
 JOHN WIDDECOMBE,
 92, Gresham House, London.

Examined and compared by us this day with the original, of which we attest this to be a true copy, this twenty-eighth day of November, 1873.

JNO. CORBEN,
 JAS. LANE,
 Clerks to Messrs. Peachey and Lloyd, of 8, Frederick's Place,
 Old Jewry, in the City of London, Solicitors.

Appendix No. 3.

MINUTE—HONORABLE SAUL SAMUEL, AS TO INSTRUCTIONS TO BE SENT TO THE REPRESENTATIVE OF THE COLONY IN LONDON.

MINUTE suggesting Instructions to the Representative of the Colony in London with reference to the San Francisco Mail Service, and forwarding Memorandum of the manner in which it is proposed to invite tenders in the Australasian Colonies.

It will become necessary, supposing the contractors fail to have a steamer at Sydney or Port Chalmers on the stipulated dates, viz., the 13th or 9th February next respectively, ready to convey the mails to San Francisco, that the representatives of the Colonies in London should at once confer, with the view of making provision for the performance of the service in terms of the Agreement (copy herewith), dated the 23rd October, 1874, made between Mr. Russell and myself.

I would suggest, however, that in taking the contract of Messrs. Hall and Forbes as a basis of a new contract, our representative should be instructed to endeavour if possible to secure to the Colonies the right to retain all subsidies which may be obtained in aid of the service, instead of permitting the contractors to receive certain subsidies, as is allowed by the fourteenth clause of the contract of Messrs. Hall and Forbes, copy of which is enclosed.

In the event of the contractors not having a steamer in readiness on either of the dates specified above, a telegram will be sent hence to the representatives in England, who should then lose no time in inviting fresh tenders for the service in England and America, tenders being also called by advertisement in this and the adjacent Colonies, to be published by the Government here.

To secure uniformity with regard to the conditions of tender, and to avoid unnecessary expense in telegraphing, I annex a memorandum which I propose, subject to any modifications the representatives may decide upon and which they may telegraph to this Government, to adopt as the basis of the advertisement to be published in these Colonies. I purpose to let tenderers here understand that, subject to the modifications herein proposed, including the retention of foreign subsidies by the Governments, the conditions will be the same as those in Messrs. Hall and Forbes's contract of 27th November, 1873.

As the communication herein suggested to be sent to the representative of this Colony will probably not reach London until the 13th February, the date on which it would become necessary to telegraph to London the contractor's failure in the event of such failure occurring, I propose that, before inviting tenders here, this Government shall await the receipt of a telegram from the London representative, intimating the assent or otherwise of the two representatives to the modes in which I propose to invite tenders in the Colonies, the date which they fix for receipt of tenders, the conditions, and any modifications of my proposals they may determine upon. It will be desirable to request the representative to send such telegram as soon as possible after receipt of these instructions, in order that persons or companies in the Colonies may have ample opportunity for tendering.

The attached communication, dated the 10th October, 1874, which has been received from the Pacific Mail Steamship Company, and the reply thereto, dated the 20th November, 1874, which relate to this service, should be forwarded for the information of the representatives.

SAUL SAMUEL.

General Post Office, Sydney,
 22nd December, 1874.

[Enclosures

[Enclosures in foregoing.]

MAIL CONVEYANCE BETWEEN NEW SOUTH WALES AND NEW ZEALAND AND SAN FRANCISCO.

TENDERS to be received at this office, and at the offices of the Agents General of New South Wales and New Zealand, up to _____ on the _____ next, for the conveyance of mails once in every four weeks, for the term of eight years from commencement of the service, by any of the following routes:—

No. 1. San Francisco and the Colonies of New South Wales and New Zealand, *viâ* Honolulu and Fiji. The vessels conveying the mails from San Francisco to proceed *alternately* to New South Wales and to New Zealand, and the mails for New South Wales or New Zealand, as the case may require, to be transhipped, at a port in Fiji, into and conveyed by another vessel of equal capacity and power, to the Colony. The vessels conveying the mails to San Francisco to proceed thither *alternately* from New South Wales and from New Zealand, and the mails from New South Wales or New Zealand, as the case may require, to be conveyed in another vessel of equal capacity and power to a port in Fiji, and to be there transhipped into and conveyed by the vessel going to San Francisco. The New South Wales mails to be delivered at and despatched from the port of Sydney, and the New Zealand mails to be delivered at and despatched from the ports of Port Chalmers, Lyttleton, Wellington, and Auckland respectively, and in passing Hawke's Bay the mail vessel (weather permitting) to call off Napier to deliver and receive mails to and from that place, the said last-mentioned mails to be delivered to and received from a steam launch to be provided by the Postmaster General of New Zealand, and the contractors to convey with the mails from or to San Francisco any local mails between the said ports of New Zealand respectively as may be required by the Postmaster General of New Zealand to be so conveyed.

No. 2. Sydney and San Francisco *viâ* Fiji and Honolulu, with branch service between Fiji and Port Chalmers, by way of the New Zealand Ports mentioned in route No. 1.

No. 3. Sydney and San Francisco, *viâ* Fiji and Honolulu.

Tenderers to state the amount for which they will undertake to convey the mails respectively, at the rate of 11 knots, 11½ knots, or 12 knots per hour, including stoppages, and the date upon which they will be prepared to commence the service.

Information concerning the conditions of agreement and all other particulars to be obtained on application at this office, or at the offices of the Agents General for the Colonies in London.

LETTER FROM THE PACIFIC MAIL STEAMSHIP COMPANY.

Messrs. Taylor & Cox to The Postmaster General, New South Wales.

Agency, Pacific Mail Steamship Company,
San Francisco, 10 October, 1874.

SIR,

Learning that the Contractors for the Mail Service from your Colony to this port are unable to carry out their engagements, and judging from the very able speech of your Colonial Secretary (Hon. Mr. Parkes), made at Victoria Theatre on 18th August last, that you find the line a necessity, and desire its continuance, we write to say that if arrangements mutually satisfactory can be made, we are willing to give you a monthly line of steamers, and pledge ourselves to perform the service in a manner befitting its importance. Our facilities for doing so are perhaps better than those of any other Company.

We own and have running thirty-five (35) steamships, second to none afloat in safety, comfort, speed, equipment, and cuisine, with an aggregate of about 100,000 tons.

The Company has been in existence twenty-five (25) years, and is now carrying out successfully a ten years' contract with the United States Government, for a bi-monthly service between this Country and China and Japan.

Knowing that your recent experience with American lines has been most unsatisfactory, we are the more anxious to demonstrate that this Company is fully able to establish permanently just such a line between Australia, New Zealand, and this Country, as the large and increasing trade and travel demand.

We may briefly state that our steamers range from 3,000 to 4,000 tons, and that our dock, plant, workshops, and storehouses (bonded and free), are on a scale commensurate with our business.

The track of the Central Pacific Railroad runs down on our wharf, so that overland freight can be transferred from steamers to cars with the least possible delay.

If the nature of the merchandise will not admit of railroad rates, we have steamers of large tonnage running every fortnight to Panama, and connecting at Colon (Aspinwall) with our Atlantic steamers running to New York; also with Royal Mail Steam Packet Company, and West India S. S. Co. to Liverpool, Hamburg American Packet Co. to Germany, and Compagnie Générale Trans-Atlantique to France.

At Panama we connect with the Pacific Steam Navigation Company, running to all South American ports, and at this port with lines running as far north as Vancouverland, and with our own branch line to all Mexican and Central American ports.

By arrangement with these connecting lines we issue through bills of lading, and can contract to carry either passengers, freight, or treasure, from Sydney to all ports in China, Japan, British Columbia, Oregon, Mexico, and Central and South America, as well as to all the principal European ports, without further trouble to your shippers after they receive their bills of lading.

We have requested Hon. Mr. Okney, late Member for West Melbourne, Victoria, who is here on a visit and leaves by this opportunity, to call upon you. He has seen and inspected our ships and property here, and can post you fully regarding same.

We shall be most happy to hear from you on this subject.

Very respectfully,

TAYLOR & COX,
Agents, P. M. S. S. Co.

Appendix No. 4.

INSTRUCTIONS SENT BY MR. PARKES TO AGENT GENERAL.
The Colonial Secretary to The Agent General for the Colony.

New South Wales.
Colonial Secretary's Office,
Sydney, 24 December, 1874.

SIR,

I have the honor to enclose minute from my colleague the Postmaster General with reference to negotiations to be entered into in London in February next, for a permanent mail service between this Colony and New Zealand and California.

2. Mr. Thomas Russell has proceeded to England as the representative of New Zealand in this business, and it was intended by this Government to send a special Commissioner from Sydney to act with him on behalf of New South Wales; but circumstances have now rendered this course impracticable, and you are desired to invite Sir Daniel Cooper to undertake this duty.

3. I will myself write to Sir Daniel Cooper by next mail. In the meantime, the papers now enclosed as per schedule hereto, with a copy of contract made with Messrs. Hall and Forbes, will afford sufficient information for his guidance.

4. In the possible event of Sir Daniel Cooper, from pressure of his engagements or other cause, declining to act, you will apply to Mr. Donald Larnach, who will, with such assistance as you may be able to afford him, I feel assured, consent to act.

5. You will observe that one of the papers appended is a copy of Agreement between Mr. Samuel and Mr. Russell, made in Sydney, which must necessarily form the basis of negotiations between New Zealand and this Colony.

6. You will also observe that a copy of letter from the Pacific Mail Steamship Company to this Government is enclosed, which Mr. Samuel considers will be of value to the negotiators.

7. The Postmaster General supplies specimen conditions of tender, and these embrace three different services, one of which is for a line direct between Sydney and San Francisco. It is considered that tenders ought to be invited for this independent service, so that the Government may obtain the advantage of accurate knowledge as to its cost, in the event of the two Colonies failing to complete contract for united service, and I cannot see that New Zealand can object to our calling for separate tenders for this purpose.

8. It is proposed that tenders be called in England and in the Colonies at the same time,—the necessary information to enable this to be done to be supplied from London by wire.

I have, &c.,
HENRY PARKES.

SCHEDULE.

1. Copy Memorandum of Agreement between the Honorable Saul Samuel, C.M.G., and Thomas Russell, Esq.
2. Copy of Letter from the Pacific Mail Steamship Company to the Honorable the Postmaster General of New South Wales.
3. Minute by the Honorable the Postmaster General.
4. Proposed Tenders.

Appendix No. 5.

MINUTE OF MR. SAMUEL AS TO THE POSITION OF THE SAN FRANCISCO MAIL SERVICE.

IMMEDIATELY it became apparent that Hall and Forbes' contract for the temporary service between Sydney and New Zealand and San Francisco had broken down, the Government deemed it their duty at once to make provision for the continuance of this mail service, and, after considerable negotiation, a contract was entered into with the Australasian Steam Navigation Company, as the only persons competent to undertake it, for a trip to San Francisco and back by way of Fiji, to be performed by the *"City of Melbourne." The cost of this contract was £3,000 per lunar month.

We also telegraphed to the New Zealand Government informing them of the break-down of Hall and Forbes, and proposed to them to join with us in the continuance of the service. At first the Government of that Colony decided to withdraw from the Pacific line, and telegraphed instructions to the London Post Office to send no more mails by that route; but after the exchange of further correspondence and telegrams, that Government agreed that Mr. Russell should visit Sydney for the purpose of consulting with this Government upon the future course of action. Before Mr. Russell arrived however, the date fixed in the time-table for the departure of the next mail drew near, and, although some negotiation had taken place with the Australasian Steam Navigation Company relative to a future contract, it was thought undesirable to take any steps to conclude a contract until Mr. Russell arrived; but this Government, still impressed with the desirability of continuing the service, made a contract for another trip to San Francisco and back *via* Fiji, the steamer to be employed on this occasion being the † "Cyphrenes," chartered for the purpose by the Australasian Steam Navigation Company from the owners, the amount to be paid being £3,000 per lunar month. It was provided, having in view the probability of New Zealand joining in the service, that in the event of instructions to that effect being telegraphed to San Francisco, the "Cyphrenes" was to return *via* Auckland. Mr. Russell arrived shortly after the departure of the "Cyphrenes," and, after lengthy consultations and considerable difficulty, an agreement, which is hereto attached was signed on the 23rd October last, by Mr. Russell and myself, and in pursuance thereof and with Mr. Russell's concurrence, a contract for three months was made with the Australasian Steam Navigation Company for a mail service between Sydney and San Francisco, *via* Auckland and Honolulu. The steamers to be employed were the "Mikado," "Macgregor," and "Cyphrenes," chartered for the purpose from the owners, payment to be shared by the two Colonies, and to be at the rate of £3,750 per trip for the "Cyphrenes," and "Macgregor," and £4,000 per trip for the "Mikado."‡ In further accordance with the agreement, telegraphic instructions were sent to San Francisco for the "Cyphrenes" to return *via* Auckland. This contract having been arranged, it was thought advisable to take counsel's opinion as to whether, consequent on

* "City of Melbourne" left on 29th August.

† "Cyphrenes" left on 26th September.

‡ "Mikado," first steamer under this contract, left 24th October.

on Hall and Forbes's failure to carry out the temporary contract, it was open to the two Governments at once to invite tenders for the permanent service, which Hall and Forbes were bound to commence in February, and to arrange for a new contract accordingly to commence at the termination of the three months' contract with the Australasian Steam Navigation Company, which would be in December. A case for counsel's opinion was drawn up, which, together with the opinion, will be found amongst the papers connected with this mail service. Mr. Davis advised that the breaches of the temporary contract which had taken place did not necessarily amount to a breach of the permanent contract, and that it was, therefore, open to Hall and Forbes to take up the latter contract at the appointed time (February) if so disposed. Mr. Davis accordingly advised that the Governments of this Colony and New Zealand were not justified in entering into a new permanent contract until contractors had failed themselves to commence the permanent service.

Still, having in view the continuance of the Pacific Service without interruption, and bearing in mind that the last steamer under the three months' contract with the Australasian Steam Navigation Company was to leave Sydney on the 19th December, it was determined to endeavour to make a further contract to continue the service, and after protracted negotiations with the Australasian Steam Navigation Company (which once fell through) and with other parties, a contract was at length arranged with the Australasian Steam Navigation Company for seven trips to San Francisco and back *via* Auckland, for the sum of £4,000 per trip, the steamers to be employed being the "Mikado," "Macgregor," "Cyphreus," and the "City of Melbourne." This contract, which has only just been executed, is with the other papers, and it will be necessary, I think, that copies of it be sent to the New Zealand Government, and also laid before our Parliament. The particulars of the contract have, however, been already communicated to the New Zealand Government.

In terms of the 8th section of the agreement with Mr. Russell, that gentleman proceeded to London to represent the New Zealand Government. The state of Sir Charles Cowper's health rendering it doubtful whether he would be able to undertake the duty on behalf of this Colony, Sir Daniel Cooper was deputed to represent this Government in arranging the permanent contract.

Instructions have been sent to Sir Daniel Cooper, a copy of which is annexed, and I suggest that the particular attention of our successors be directed to that portion which relates to the steps to be taken in this Colony and England in the event of the contractors, Hall and Forbes, failing to provide a steamer to leave Sydney on the 13th instant, or Port Chalmers on the 9th instant.

The foregoing is merely a brief statement of the principal points in connection with this mail service. The papers themselves* give the fullest information, not only with regard to the failure of Hall and Forbes, but to the negotiations which have taken place from time to time with the Australasian Steam Navigation Company and others for the continuance of the service.

SAUL SAMUEL,
3rd Feby., 1875.

Appendix No. 6.

LETTER NOTIFYING APPOINTMENT OF SIR DANIEL COOPER.

The Principal Under Secretary to The Secretary, General Post Office, Sydney.

Sydney, 8 February, 1875.

SIR,

I am directed by the Colonial Secretary to state, for the information of the Postmaster General, that His Excellency the Governor, with the advice of the Executive Council, has been pleased, by a Commission, bearing date the 1st instant, to appoint Sir Daniel Cooper, Baronet, to act on behalf of the Government of this Colony, with Thomas Russell, Esquire, or any other duly appointed representative of the Government of New Zealand, in negotiating for a Steam Postal Service between Sydney and San Francisco and between San Francisco and Sydney, and between New Zealand and San Francisco and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the ports of Honolulu in the Sandwich Islands and Kandavau in the Fiji Islands, in accordance with instructions already addressed to the Agent General, the terms of the permanent contract with Messrs. Hall and Forbes of 27th November, 1873, to form the basis of such negotiations.

I have, &c.,
HENRY HALLORAN.

Submitted.—S.H.L., 11/2/75.

Seen.—J.F.B., 12/2/75.

Appendix No. 7.

TELEGRAM FROM SIR DANIEL COOPER TO THE COLONIAL SECRETARY.

26 February, 1875.

HAVE agreed with Russell to call for two tenders. †No. 1 course as per paragraph five of Samuel and Russell agreement 23 October last. ‡No. 2 course, Sydney to Auckland, Honolulu, Frisco, omitting Fiji; same course back. Three separate tenders for each service at twelve, eleven and a half, and eleven knots. Samuel suggested routes two and three, and also for tenders to be received at Sydney— inadmissible. New Zealand objects, and parties here refuse to tender. I require your sanction for No. 2. I saw Larnach, consider H. [it] most sensible and cheapest, and strongly urge you to give me full power to act. We are confident service contemplated by agreement 23 October last will exceed limit, but service *via* Auckland will be closely completed (competed) for within limit. We hope New Zealand will agree—hope to close contract by 25 March. Direct Australian Steam Navigation Company to instruct agents here. My commission must legally qualify me to sign for Postmaster General. See that my power is beyond dispute.

Appendix

* Some in this office, and others in that of the Colonial Secretary. † Forking at Fiji, No. 1. ‡ Same as at present, No. 2.

Appendix No. 8.

MINUTE PAPER FOR POSTMASTER GENERAL.

Report on the Telegram, dated 26th February, 1875, received from Sir Daniel Cooper, *in re* San Francisco Mail Service.

THE instructions sent to England in December last for the guidance of the Representative of this Colony, a copy of which is appended, provide that tenders shall be invited for three routes, viz. :—

- 1st. The fork service, as performed under Hall and Forbes's contract.
- 2nd. A line between Sydney and San Francisco *via* Fiji, with a branch line to New Zealand.
- 3rd. A direct service between Sydney and San Francisco *via* Fiji.

Tenders to state whether they agree to convey the mails at the rate of eleven (11) knots or twelve (12) knots an hour.

The instructions also provided that tenders were not to be invited until a telegram had been sent from Sydney announcing the failure of Hall and Forbes to dispatch a steamer from Sydney on the stipulated date, such date being the 6th March next. The instructions further provided that tenders should be received here and in England, and should be called for by advertisement in this and the adjacent Colonies.

The agreement between Mr. Samuel and Mr. Russell, which formed the basis of these instructions, is annexed.

It will be seen, on reference thereto, that the last paragraph provides that in establishing the permanent service preference shall be given to an Australasian Company, other things being equal.

The telegram of Sir Daniel Cooper of the 26th February states that he has agreed with Mr. Russell to call for tenders by two routes, viz. :—

- 1st. As per paragraph 5 of Messrs. Samuel and Russell's agreement of the 23rd October.
- 2nd. Sydney and San Francisco *via* Auckland and Honolulu.

With regard to the first route, the following is the paragraph referred to :—

- " 5. The new permanent service may fork at Fiji, as provided for by the contract of the 27th November, 1873, or the ships from Port Chalmers may run through to San Francisco, and the ships from San Francisco run through to Sydney, or other modifications in that respect may be made at the option of the contractors, subject to the approval of the two Governments."

The following extract from the contract agreement of Messrs. Hall and Forbes will explain the nature of the *fork* service :—

- " 5. The route by which the mails shall be conveyed as aforesaid shall be by way of Honolulu and Kandavau aforesaid, and *vice versa*, at each of which ports the said vessels shall call on each journey for the receipt and delivery of mails, allowing a sufficient time at each place for the purpose, but the said vessels shall not call at any other intermediate place without the consent in writing of the Postmasters General. The mails shall be conveyed thirteen times in each year between San Francisco and the said Colonies, and at the same rate between the said Colonies and San Francisco, and the vessel employed to convey the same shall leave the respective ports of departure on the days and at the times to be from time to time appointed for the purpose by the Postmasters General. The vessels conveying the mails from San Francisco shall proceed alternately to New South Wales and to New Zealand, and the mails for New Zealand or New South Wales, as the case may require, shall be transhipped at the said port of Kandavau into and be conveyed by another of the said vessels to the Colony. The vessels conveying the mails to San Francisco shall proceed thither alternately from New South Wales and from New Zealand, and the mails from New Zealand or New South Wales, as the case may require, shall be conveyed by the contractors in another of the said vessels to the said port of Kandavau, and be there transhipped into and conveyed by the vessel going to San Francisco. The New South Wales mails shall be delivered at and despatched from the port of Sydney, and the New Zealand mails shall be delivered at and despatched from the ports of Port Chalmers, Lyttleton, Wellington, and Auckland, respectively, and in passing Hawke's Bay the mail vessel shall (weather permitting) call off Napier to deliver and receive mails to and from that place; the said last-mentioned mails to be delivered to and received from a steam launch to be provided by the Postmaster General of New Zealand; and the contractors shall convey with the mails from or to San Francisco any local mails between the said ports of New Zealand respectively as may be required by the Postmasters General of New Zealand to be so conveyed."

The second route mentioned by Sir Daniel Cooper is the route now being followed by the Australasian Steam Navigation Company under their present temporary contract for seven months.

Sir Daniel Cooper has further agreed with Mr. Russell that three tenders for each of these routes are to be sent in—one for a 12-knot, another for an 11½ knots, and a third for an 11 knot service.

Sir Daniel Cooper states that Mr. Samuel's proposal for calling for tenders for the direct route between Sydney and San Francisco, with a branch line to New Zealand, and for the direct line between Sydney and San Francisco, are inadmissible, being objected to by the New Zealand Representative, and that parties in England refuse to tender.

Sir D. Cooper asks the sanction of this Government for calling for tenders for line No. 2 agreed to by himself and Mr. Russell, viz., for a service between Sydney and San Francisco *via* Auckland, and he (Sir D. Cooper) and Mr. Larnach consider it the most sensible and cheapest.

That it will be the cheapest there can be no doubt.

A fork line similar to Hall and Forbes's service, or a line between Sydney and San Francisco *via* Fiji with a branch line to New Zealand, or a direct line between Sydney and San Francisco, would each be more costly to this Colony.

Under the agreement between Mr. Samuel and Mr. Russell (see paragraph 3), the first of these services is only to be agreed to if the cost does not exceed £90,000 a year, and Sir D. Cooper states he is confident that tenders will exceed that limit. The second line mentioned it would appear that the New Zealand Representative objects to, so that it will be useless to advertise for tenders for it.

The

The third line (the direct one between Sydney and San Francisco) was directed to be advertised for the reason stated in the 7th paragraph of the Colonial Secretary's letter to the Agent General, dated 24th December last (copy herewith), and because a number of the merchants of this city had urged on the Government the desirability of having such a direct line. This service would cost about £70,000.

The line agreed to and recommended by Sir D. Cooper (Sydney and San Francisco, *via* Auckland) will, Sir Daniel thinks, be tendered for within the limit of £90,000, which would be a cost to each Colony of about £15,000; but it is right to point out that the divergence from the direct route between Sydney and San Francisco, which the calling at Auckland involves, will lengthen the time occupied between Sydney and London by about two days. With an eleven (11) knot service the direct route for Sydney *via* Fiji could be done in about twenty-seven days; *via* Auckland it would probably occupy twenty-nine days.

The time fixed for the receipt of tenders, *viz.*, the 25th March next, appears too short to enable persons in the Colonies to have ample opportunity for tendering as provided in the instructions of December last to the Representative of this Colony.

Annexed is my minute of the 25th ultimo with regard to the power of the Representatives to enter into a contract on the basis of Hall and Forbes' line for £90,000, speed 11 knots, term eight years. On looking at the 3rd clause of Messrs. Samuel and Russell's agreement which bears upon this question, it will be seen that no *direct stipulation* is made that *tenders shall be called for this line*, but that the Representatives have power to close for such a contract *without inviting tenders, and without reference to their Governments*, although it might fairly be implied by the last paragraph (10th) of the agreement that the *intention* was that tenders should be invited, and the instructions sent to our Representative are very clear on the point—distinctly directing that *tenders shall be called*.

General Post Office,
Sydney, 1st March, 1875.

S.H.L.

Appendix No. 9.

TELEGRAM FROM THE COLONIAL SECRETARY TO SIR D. COOPER.

As Russell will not consent to invite tenders for routes 2* and 3† proposed by Samuel, but not included in agreement, and will not agree to call for tenders in the Australian Colonies, this Government considers there is no alternative but to abide by the agreement of 23rd October, and endeavour to obtain contract as per paragraphs 3, 4, and 5 of agreement. This Government insists upon ample time being given for invitations to tender by Colonial Companies, which by paragraph 10 have a preference, and for equal facilities for tendering being given to American Companies. We shall advertise on 7th March in local papers, and fix date for receipt of tenders, Sydney, May 5th. You fix same date. Australian and American tenders to be forwarded to England.

Cabinet approves of this telegram being sent in reply to Sir D. Cooper's telegram of 26th instant.—
JOHN R., 2/3/75.

Appendix No. 10.

General Post Office,
Sydney, 8 March, 1875.

MAIL CONVEYANCE BETWEEN NEW SOUTH WALES, NEW ZEALAND, AND SAN FRANCISCO.

TENDERS will be received at this office, and in London at the offices of the Agents General of New South Wales and New Zealand, up to noon on Wednesday, the 5th May next, for the conveyance of mails once in every four weeks, for the term of eight years from commencement of the service, by the following routes, *viz.* :—

San Francisco and the Colonies of New South Wales and New Zealand, via Honolulu and Fiji.

The vessels conveying the mails from San Francisco to proceed *alternately* to New South Wales and to New Zealand, and the mails for New Zealand or New South Wales, as the case may require, to be transhipped at a port in Fiji into and conveyed by another vessel of equal capacity and power to the Colony. The vessels conveying the mails to San Francisco to proceed thither *alternately* from New South Wales and from New Zealand, and the mails from New South Wales or New Zealand, as the case may require, to be conveyed in another vessel of equal capacity and power to a port in Fiji, and to be there transhipped into and conveyed by the vessel going to San Francisco. The New South Wales mails to be delivered at and dispatched from the port of Sydney, and the New Zealand mails to be delivered at and dispatched from the ports of Port Chalmers, Lyttleton, Wellington, and Auckland, respectively, and in passing Hawke's Bay the mail vessel (weather permitting) to call off Napier to deliver and receive mails to and from that place, the said last-mentioned mails to be delivered to and received from a steam-launch to be provided by the Postmaster General of New Zealand; and the contractors to convey with the mails from or to San Francisco any local mails between the said ports of New Zealand, respectively, as may be required by the Postmaster General of New Zealand to be so conveyed. The steamers may "fork" at Fiji, as provided for above, or the steamers from Port Chalmers may run through to San Francisco on each trip, and the steamers from San Francisco may run through to Sydney on each trip, or other modifications in respect to the "forking" at Fiji may be made at the option of the contractors, subject to the approval of the Postmasters General of the Colonies of New South Wales and New Zealand.

Separate tenders must be sent in for an 11 knot, an 11½ knot, and a 12 knot service respectively. Tenderers to state the date upon which they will agree to commence the service. The conditions of agreement ‡ and all other particulars that may be required, can be obtained on application at this office, or in London at the offices of the Agents General for the Colonies of New South Wales and New Zealand.

J. F. BURNS.

Appendix

* No. 2.—Sydney and San Francisco *via* Fiji and Honolulu, with a branch service between Fiji and Port Chalmers.

† No. 3.—Sydney and San Francisco, *via* Fiji and Honolulu.

‡ Appendix No. 11, on page 200.

Appendix No. 11.

PERMANENT CONTRACT TO BE ENTERED INTO.

(CONDITIONS OF AGREEMENT.)

Definition of terms.

1. In the construction of these Conditions of Tender, the following words and expressions mean and include (unless such meaning be inconsistent with the context) as follows:—"Postmaster General of the Colony of New South Wales" means the Postmaster General for the time being of that Colony; "Postmaster General of the Colony of New Zealand" means the Postmaster General for the time being of that Colony; "Postmasters General" means the Postmaster General for the time being of the Colony of New South Wales and the Postmaster General for the time being of the Colony of New Zealand; "Contractor" includes the heirs, executors, administrators, and assigns of the Contractors, and of each of them; "mails" includes all boxes, bags, or packets of letters, newspapers, books, or printed papers, patterns, and all other articles transmissible by post, without regard either to the place to which they may be addressed or to that in which they may have originated; also, all empty bags, empty boxes, and other stores and articles used or to be used in carrying on the Post Office Service; "mail" means the aggregate of mails transmitted at one time by any of the vessels for the time being employed in the Mail Service under the Contract; and "hours" means hours calculated according to Greenwich time.

Contractors to provide vessels.

2. The Contractors shall from time to time, and at all times during the period of eight years to be computed from the date upon which the service is commenced, convey all Her Majesty's mails which, and all other mails, of whatever country or place, which the Postmasters General, or either of them, shall at any time and from time to time require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports, to and from the ports of Honolulu in the Sandwich Islands and Kandavau in the Fiji Islands, and according to the routes, within the respective times, and in manner hereinafter provided; and, so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of the Contract, shall and will provide and keep seaworthy, and in complete repair and readiness for such purpose, a sufficient number of, and not less than four good, substantial, and efficient screw steam-vessels of the first class, and fully equal to class 100 A1 Lloyd's Register, and of not less gross registered tonnage than two thousand five hundred tons each, constructed of iron, and propelled by first-rate engines of adequate power, for a minimum continuous speed of eleven or eleven and a half or twelve nautical miles per hour, as the case may be; all such vessels and engines being built expressly for the purposes of the Contract, and according to plans, sections, and specifications to be previously approved by or on behalf of the Postmasters General, the vessels having spar decks and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes.

Vessels to be furnished with machinery, tackle, &c.

3. The steam-vessels to be employed under the Contract shall be of the capacity aforesaid, and shall be always furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, lamps, oil, tallow, provisions, anchors, cables, fire-pumps and other proper means for extinguishing fire, lightning-conductors, charts, chronometers, nautical instruments, and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of twelve nautical miles per hour, and for the service hereby agreed to be performed, and also manned and provided with competent and legally qualified officers, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, and with a competent surgeon; to be in all respects, as to vessels, engines, equipments, and capacity, subject, in the first instance, and from time to time, and at all times afterwards, to the approval of the Postmasters General, or of such other person or persons as they shall jointly or severally at any time or times, or from time to time, authorize to inspect and examine the same; and no vessel shall be employed or used for the purposes of the Contract until approved as aforesaid.

Power to inspect vessels, officers, and crew, and suspend use of vessels not satisfactory.

4. The Postmasters General, or either of them, shall have full power, whenever and as often as they or he may deem it requisite, by any of their or his qualified officers or agents, to inspect the officers, engineers, and crew of all or any of the vessels employed or to be employed in the performance of the Contract, and to survey all or any of such vessels and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipments of every such vessel; and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the Contractors; and for the purposes aforesaid, the said vessels shall (if necessary) be opened in their hulls whenever the said officers or agents may so require. And if any such vessel, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, shall on any such survey be declared by any such officers or agents unseaworthy or not adapted to the service hereby agreed to be performed, or any such officers, engineers, or crew shall be so declared ineligible, every vessel which shall be disapproved of or in which such deficiency or defect shall appear shall be deemed insufficient for any service hereby agreed to be performed, and shall not be again employed in the conveyance of mails until such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same; and any of such officers, engineers, or crew declared ineligible shall not be employed in the said service.

Mail routes and times of departure of vessels.

5. The route by which the mails shall be conveyed as aforesaid shall be by way of Honolulu and Kandavau aforesaid, and *vice versa*, at each of which ports the said vessels shall call on each journey, for the receipt and delivery of mails, allowing a sufficient time at each place for the purpose, but the said vessels shall not call at any other intermediate place without the consent in writing of the Postmasters General. The mails shall be conveyed thirteen times in each year between San Francisco and the said Colonies, and at the same rate between the said Colonies and San Francisco, and the vessel employed to convey the same shall leave the respective ports of departure on the days and at the times to be from time to time appointed for the purpose by the Postmasters General.

Receipt and delivery of mails.

6. The Contractors, at their own expense, shall deliver and take the mails to and from the shore at convenient places, to be from time to time appointed by the Postmasters General respectively in the respective ports (except Napier, where the mails are to be delivered or received; also shall convey the same, and the officers having charge of them, to and from the shore, as may be necessary, in suitable boats furnished with suitable coverings for the mails, and properly equipped and manned; also, shall tranship from

from one vessel into the other the mails which, under the Contract, are to be transhipped at Kandavau, and shall from time to time convey the officers or agents of the Postmasters General respectively to and from the shore at any of the said ports as often as may be necessary in the execution of their duties respectively, in the event of a suitable boat not being conveniently obtainable from the shore for the purpose.

7. If either of the said Postmasters General, or their respective officers or agents, shall at any time deem it requisite for the public service that any vessel should be detained beyond the appointed time of departure, it shall be lawful for either of the Postmasters General, or such officers or agents, to order such delay, not exceeding forty-eight hours at San Francisco, and not exceeding twenty-four hours at Sydney, or twenty-four hours at any other port, by letter addressed to and delivered to the commander of the vessel, or the person acting as such, or left for him at the office of the Contractors in the port, or on board the vessel, three hours at least before the hour appointed for departure. If when the through mail vessel going to San Francisco shall be ready to leave the port of Kandavau, the branch mail vessel shall not have arrived from Sydney or New Zealand, as the case may be, the through-going mail vessel shall wait at Kandavau for the arrival of the other vessel, but not exceeding seventy-two hours from the time of arrival there of the through-going vessel; and in order to insure the due carrying of the mails from San Francisco, the Contractors, without any such notice, shall delay any vessel (if necessary) seven days, to await the arrival of the English mails from New York for Australia or New Zealand. The Postmaster General of New Zealand shall be at liberty from time to time to vary the times of departure of the mails at and from the ports in New Zealand, but not so as to vary the times of departure from the port of Auckland for Kandavau more than twenty-four hours, without the consent of the Postmaster General of New South Wales.

8. If from any cause whatsoever, at any time or times hereafter, one of the vessels aforesaid shall not be at the ports of departure of San Francisco, Sydney, and Port Chalmers respectively, ready to put to sea in due time to perform the services hereby contracted to be performed, the Contractors shall pay as and by way of liquidated damages to the Postmasters General (for the use of the Governments of the said Colonies, or for the Government of whichever of the said Colonies may be affected by such default, as the case may be), in respect of every mail that shall be delayed by reason of any such default as aforesaid, the sum of three hundred pounds, and the further sum of one hundred pounds for every day which shall elapse between the time at which the mail shall be appointed to leave the port of departure and the time at which the vessel conveying the same shall leave the port: Provided always that the Postmasters General shall have power to remit or reduce any of the sums payable, as in this clause mentioned, if they shall be satisfied that any such default as aforesaid was attributable to causes over which the Contractors had no control.

9. The mails, whether carried in through-going vessels or transhipped as aforesaid, shall be safely conveyed from San Francisco to Sydney, and from Sydney to San Francisco, within six hundred or six hundred and twenty-two or six hundred and forty-eight hours, as the case may be, and from San Francisco to Auckland, and from Auckland to San Francisco, within five hundred and forty-six, or five hundred and sixty-eight, or five hundred and ninety-one hours, as the case may be, and from San Francisco to Port Chalmers, and from Port Chalmers to San Francisco, within six hundred and seventy-one, or six hundred and ninety-five, or seven hundred and twenty-two hours, as the case may be; the times aforesaid to be calculated from the times appointed for the departure of the mail respectively, unless any vessel shall be delayed in consequence of the mail not being ready for embarkation in due time, either at San Francisco or at Sydney, or in New Zealand, in which case the time shall be calculated from the time of the mail being ready for delivery at the port where the delay shall take place. The Contractors admit and agree that in the times above named sufficient times have been allowed for coaling and stoppages at Honolulu and Kandavau and the ports of New Zealand respectively. The Contractors shall not be relieved or discharged of their liability or responsibility under the Contract by reason of any branch mail vessel not reaching Kandavau in time to forward its mail by the through-going vessel. And in case of the loss of any of the mails by wreck of any mail vessel, or otherwise, the Contractors shall, with all possible despatch, at their own cost, do all such acts and take all such measures as may be reasonably done and taken to recover the mails so lost; and the Contractors shall be liable for all damage or injury to any of the mails from whatever cause the same may arise or happen, except fire, the act of God, or the Queen's enemies.

10. For each and every mail which the Contractors shall deliver at Sydney twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster General of New South Wales the sum of twenty-five pounds; and for each and every mail which the Contractors shall deliver at Auckland twenty-four hours before the expiration of the time appointed in clause No. 9, they shall be paid by the Postmaster General of New Zealand the sum of twenty-five pounds.

11. The sums payable to the Contractors shall be in full satisfaction for all services rendered under this Contract, including the receipt, conveyance, and delivery, by the Contractors, of the mails to and from Honolulu and Kandavau respectively, and shall be payable at the respective Treasuries in the places appointed for payment, to an agent to be appointed by the Contractors at each of those places to receive the same respectively, immediately after the due delivery of each mail or the advice of such delivery shall be received.

12. The Contractors shall provide, to the satisfaction of the Postmasters General, on board all steam-vessels employed under this Contract, proper, safe, and convenient places of deposit for the mails, with locks, keys, and secure fastenings.

13. The Contractors shall also provide, to the satisfaction of the Postmasters General, all necessary and suitable accommodation, including lights, for the purpose of sorting and making up the mails on board the several vessels employed under this Contract; and, on being required to do so by the Postmasters General or either of them, shall at their own cost, erect or set apart in each of the said vessels a separate and convenient room for such purposes; and all such furniture, lamps, fittings, and other conveniences shall be from time to time cleansed and kept in repair, and the oil for the lamps supplied by the servants of and at the cost of the Contractors. The master or commander of each of the said vessels shall also, if required, provide assistance for conveying the mails between the mail-room and the sorting-room without charge.

Mails may be entrusted to commander.

14. If the Postmasters General, or either of them, shall think fit to entrust the charge and custody of the mail or his respective mail to the master or commander of any vessel to be employed under this Contract, and in all cases where the officer or other person appointed to have charge of the mail shall be absent to the knowledge of the master or commander of such vessel, such master or commander shall, without any charge, take due care of, and the Contractors shall be responsible for the receipt, safe custody, and delivery of the said mail at the several appointed places on the shore in the respective ports, as part of the services hereby contracted to be rendered. The master or commander shall also make the usual Post Office declaration, and furnish such journal, returns, and other information, and perform such other services as the Postmasters General, or either of them, or their or either of their officers, shall from time to time reasonably require.

Orders of officers of Post Office to be attended to.

15. The Contractors, and all commanding and other officers in charge of the vessels employed under this Contract, shall at all times punctually attend to the orders and directions of the Postmasters General or either of them, their or either of their officers or agents, as to the mode, time, and place of landing, delivering, and receiving the mails, subject to the special provisions herein contained, and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

Contractors to have no claim for postage, &c.

16. The Contractors shall have no claim to any postage nor to any sum on account thereof for mails carried in any vessel employed in the service under this Contract, or on account of any services rendered, except as herein specially provided to be paid.

Accommodation to be provided for Post Office officials.

17. The Contractors shall provide suitable first-class accommodation for a mail officer or agent and one assistant for each of the Postmasters General on board each of the vessels employed under this Contract, who shall be at liberty to use such accommodation as may be required for the performance of their duties; and such officers or agents, and assistants shall be victualled by the Contractors as chief cabin passengers, without charge either for their passages or victualling, and whilst the vessel stays at any port, excepting the ports of Sydney and San Francisco, to or from which the mails are conveyed, such officers, agents, and assistants shall be allowed to remain on board and shall be victualled as aforesaid.

Post Office officials to be treated as agents of Postmasters General.

18. Every such mail officer or agent and assistant shall be recognized and treated by the Contractors, their officers and agents, as the agent of the Postmaster General respectively or Postmasters General by whom he may have been appointed, as the case may be, and as having full authority in all cases to require a due and strict performance of this Contract: Provided that no such agent, officer, or assistant shall have power to control or interfere with any master, commander, or officer, in the performance of his duty; and every such agent, officer, and assistant, shall be subject to all general orders issued by the master or commander for the good order, health and comfort of the passengers and crew and the safety of the vessel.

Vessels not to pay dues.

19. During the continuance of this Contract, and so long as the same shall be faithfully carried out by the Contractors, no charge for pilotage, tonnage, light-house or harbour dues, shall be made in New South Wales for any of the steam-vessels employed in carrying out this Contract; and the Contractors shall be at liberty to use once in every four weeks, for five days at a time, the Fitz Roy Dry Dock at Sydney, if not leased or otherwise occupied, and also the workshops there, on payment only of the expenses of and attending such use; and no charge for pilotage, tonnage, light-house or harbour dues, shall be made at any port in New Zealand in respect of any of the steam-vessels employed in carrying out this Contract.

Contract not to be assigned.

20. This Contract or any part thereof shall not be assigned or underlet or disposed of by the Contractors, without the joint consent, in writing, of the Postmasters General first obtained for such purpose.

If Contract assigned, or Contract not being *bona fide* performed, Postmasters General may put an end to it.

21. In case this Contract or any part thereof shall be assigned, underlet, or otherwise disposed of by the Contractors, otherwise than with such consent as last aforesaid, or in case of any great or habitual non-performance or non-observance of this Contract, or of any of the covenants, matters, or things herein contained, and on the part of the Contractors, their officers, agents, or servants, or any of them, to be observed and performed, and whether there be or be not any penalty or sum of money payable by the Contractors for any such non-observance or non-performance, it shall be lawful for the Postmasters General, if they shall be of opinion that the Contractors are not *bona fide* carrying out the provisions herein contained, and they shall jointly so think fit (and notwithstanding there may or may not have been any former non-observance or non-performance of this Contract), by writing under their hands, to determine this Contract without any previous notice to the Contractors or their agents; and the Contractors shall not be entitled to any compensation in respect of such determination; and such determination shall not deprive the Postmasters General or either of them of any rights or remedies to which they or he would otherwise be entitled by reason of any non-observance or non-performance of any of the provisions herein contained: Provided always that if within, but not after, twenty-eight days after any notice of the determination of this Contract shall have been given to either of the Contractors, or left for them as hereinafter mentioned, the Contractors shall give notice in writing to the Postmasters General that they require that the question whether there was such a great or habitual non-observance or non-performance of this Contract on the part of the Contractors as to justify the Postmasters General in determining the same, shall be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Postmasters General and the Contractors. In case the arbitrator or arbitrators or the umpire shall at any time or times decide that the Postmasters General were not justified in determining the Contract, the Postmasters General shall have and be entitled from time to time to exercise the power hereinbefore given to them to determine the Contract as fully and effectually as if they had not on any previous occasion or occasions attempted to exercise such power.

Vessels en route to complete voyage.

22. The Postmasters General may, if they think fit, except from any such determination any voyage or voyages, and if any vessel or vessels should have started before the determination of this Contract or before the masters or commanders thereof could have received the news of such determination, or should after the determination start with a mail on any voyage or voyages so excepted as aforesaid, the voyage or voyages shall be continued and performed, and the mails be delivered and received as if this Contract had remained in force with regard to any such vessels; and with respect to such vessels, this Contract shall be considered as having terminated only when such vessels shall have reached their port or place of destination and the mails carried by them shall have been delivered.

Notices how to be given.

23. All notices or directions which are hereby authorized to be given to the Contractors, their officers, servants, or agents, may be delivered to the master or commander of any of the said vessels, or other officer or agent of the Contractors in the charge or management of any vessel employed in the performance

performance of this Contract, on board such vessel, or left for the Contractors on board such vessel or at either of the offices or houses of business at Sydney or Auckland, of the Contractors or their agents, and any notices or directions so given or left shall be binding on the Contractors: Provided always that any notice of the determination of this Contract shall be given to one of the Contractors or left for them at their last known office or place of business in San Francisco, Sydney, or Auckland, if any, as the Postmasters General may think fit.

24. It shall be lawful for the Postmasters General, or either of them, by writing under their respective hands, at any time and from time to time to delegate all or any of the powers, whether joint or several, vested in them or him respectively by virtue of this Contract to such person or persons as they or he may think fit. Power may be delegated.

25. If the Contractors shall fail to commence the performance of the services hereby contracted to be by them performed according to the provisions hereof, or having commenced the same shall refuse or wilfully neglect to carry on the same according to the true intent and meaning of these presents, they shall forfeit and pay to the said Postmasters General the sum of twenty-five thousand pounds, to be equally divided between the Postmasters General as and by way of liquidated damages and not by way of penalty. Damages for default.

26. All and every the sums of money hereby stipulated to be paid by the Contractors shall be considered as liquidated or ascertained damages, whether any damage or loss shall have or shall not have been sustained, and may be set off by the Postmasters General or either of them, against any moneys payable to the Contractors under or by virtue of these presents, or may be enforced by both or either of the Postmasters General as a debt due with full costs of suit at their or his discretion: Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the rights of the Postmasters General or either of them to treat such defaults as a non-observance or non-performance of this Contract on the part of the Contractors. Sums payable by the Contractors to be a debt.

27. The Contractors, with two sureties to be approved by the Postmasters General, shall jointly and severally enter into a Bond in the penal sum of £25,000, conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors herein contained according to a draft already agreed upon. Contractors to enter into Bond.

28. If any dispute, question, difference, or controversy, shall arise between the Postmasters General or their respective Governments and the Contractors, touching these presents, or any clause or thing herein contained, or the construction thereof, or any matter in any way connected with these presents, or the operation hereof, or the rights, duties, or liabilities of the said Governments respectively, or of the Contractors in connection with the premises, then, and in every or any such case, the matter in difference shall be referred to arbitration, and the award of the arbitrator or the arbitrators or the umpire appointed shall be binding and conclusive in every respect. Arbitration clause.

Appendix No. 12.

MINUTE Paper in consequence of receipt of telegram from Postmaster General when at Melbourne.

Failure of Messrs. Hall and Forbes to provide steamer in terms of permanent contract.

MESSRS. HALL and Forbes having failed to provide a steamer at Sydney on the 6th instant, in terms of their permanent contract, it becomes necessary to communicate the fact by telegram to the Representative of the Colony at London, in accordance with the arrangement detailed in the Colonial Secretary's letter to the Agent General, dated 24th December, 1874.

In the present aspect of affairs a telegram from the Colonial Secretary to Sir Daniel Cooper to the following effect would perhaps meet the case, viz.:—"Hall-Forbes failed provide steamer here on 6th March. Tenders will be invited to-morrow in Colonies in accordance with my telegram 2nd March."

JAS. D.,
(For Secy.),
8/3/75.

Approved. Submit to Col. Secy.—J.D., 8/3/75.
The Principal Under Secretary.—JAS. D., B.C., 8/3/75.
Telegram sent.—8/3/75.

Appendix No. 13.

TELEGRAM FROM MR. RUSSELL TO THE COLONIAL SECRETARY, SYDNEY.

London, 8 March, 8:30 p.m.

Your proposal invite tenders, Sydney, useless, as Directors in my presence told whole Cabinet, New South Wales, they would [not] do servitres [services] contemplated by our agreement, any terms whatever; moreover agreement contemplates tendering here. New Zealand, so [no] representative, Sydney. I ascertained by personal inquiry in America, no tenders for fast service can come from America. Come [Came] here by agreement with you at great inconvenience. Your agreement was to send representative here with full power. I object to delay, which means continuay [continuing] of present imperfect expensive service. If you sill [still] require tenders, Sydney, we must telegraph conditions that tenders may be transmitted here by telegram—this will involve considerable expense. Have you any other proposal to make? Sir Daniel Cooper received copy of this.

Appendix No. 14.

TELEGRAM FROM SIR DANIEL COOPER TO THE COLONIAL SECRETARY, SYDNEY, dated 8th March, 8:55,
received from London Station at 7h. 55m., 9 March, 1875.

Your telegram prevents my acting; have withdrawn advertise [advertisement]. No one here will tender if you receive tenders in Sydney. Russell will not wait until you receive terms of contract in Sydney; and then advertise for reasons he telegraphs to you; the services in Russell-Samuel agreement will exceed limit, and I could not accept Colonial Companies have preference, all other things being equal. Colonial Companies would have to raise money and build steamers, which would take two years at least.

American

American Pacific Company have no boats to do ten-knot service, let alone eleven. I see no chance of agreement within limit except for service Sydney to Auckland, Honolulu, and 'Frisco; this would give you your mails in forty-eight days, and I strongly urge it on you. I could send you draft contract by Brindisi mail of 19th, which reaches Sydney 6th May. Of [If] Companies, could telegraph agents here what to do, and we could advertise for tenders to be sent in on 20 or 25 May. Could also advertise in American papers. If you could [concur] in these proposals you must extend my powers to conclude contract here, say for services in agreement within one hundred twenty thousand pounds. For service *via* Auckland my present limit will do. Telegraph early; cable negotiations with Siemens Brothers progressing satisfactorily.

Appendix No. 15.

TELEGRAM FROM THE COLONIAL SECRETARY, SYDNEY, TO MR. RUSSELL, dated 11 March, 1875.

You appear to have misconceived our telegrams. It was not our intention that tenders should be opened in Sydney, or that English or American tenders should be sent here. All we insisted on was, that people in the Colonies and America should have opportunity of tendering. We have already offer from America. Cooper our fully accredited representative under agreement.

Appendix No. 16.

TELEGRAM, dated 11th March, 1875, from THE COLONIAL SECRETARY, SYDNEY, to SIR D. COOPER, LONDON.

You appear to have misconceived our telegrams. It was not our intention that tenders should be opened in Sydney, or that English or American tenders should be sent here. All we insisted on that people in Colonies and America should have opportunity of tendering. We have already offer from America. You are fully accredited representative, but before you sign and finally commit this Government, we shall expect you to obtain our concurrence in regard to principal conditions.

Appendix No. 17.

THE COLONIAL SECRETARY, SYDNEY, TO SIR DANIEL COOPER.

Colonial Secretary's Office,
Sydney, 12 March, 1875.

SIR,

With reference to the Commission with which you have been entrusted as the representative of New South Wales, in the negotiations for the establishment of a Mail Service *via* San Francisco, I have now the honor to transmit to you copies of the advertisement calling for tenders for the service, and of the conditions of agreement by which the tenderers are to be guided.

2. A copy of your telegram of the 8th instant (as received at Sydney on the 9th), and of my telegram, in reply, of the 11th instant, are also enclosed; and by next mail (before the departure of which I expect to receive your reply to the latter telegram), a further communication will be addressed to you.

I have, &c.,
JOHN ROBERTSON.

Appendix No. 18.

TELEGRAM FROM THE COLONIAL SECRETARY, SYDNEY, TO SIR D. COOPER, LONDON, dated 31st March, /75, 4:40 p.m.

You will see that in order to use your telegram of 23rd instant that portion of it marked "Private" must be public. Answer.

Appendix No. 19.

TELEGRAM FROM SIR DANIEL COOPER, LONDON, TO THE COLONIAL SECRETARY, SYDNEY, dated 1st April, 1:30, received at Sydney Station, 3rd April, 9:30 a.m.

FIRST part of telegram was seen by Russell—part marked "Private" was from myself. You can make it public if you think proper.

No. 50.

TELEGRAM FROM THE COLONIAL SECRETARY, SYDNEY, TO SIR DANIEL COOPER, LONDON, dated 7th April, 1875.

WERE you and Mr. Russell aware, when you sent the telegram of the 23rd March, that our Parliament was then in Session?

205

No. 51.

TELEGRAM from SIR D. COOPER, LONDON, to THE COLONIAL SECRETARY, SYDNEY, dated 8th April, 1875,
received 9th April, 1875, 6.25 p.m.

* * * * * Am proceeding with advertisements for mail contracts here and in America. I and Mr. Russell did not know that your Parliament was in session, and did not expect it to be so until after Easter. Why ask this question? My telegrams were for your information, without reference to sitting of Parliament. Such a vague question disheartens me, and causes me to doubt your full confidence. Answer explicitly, so that I may know how to act.

No. 52.

TELEGRAM from THE COLONIAL SECRETARY, SYDNEY, to SIR DANIEL COOPER, BART., LONDON, dated
13 April, 1875.

WE asked if you were aware our Parliament was in Session, because of the expression in your telegram, "*If contract not ratified next Session, determinable by either Postmaster.*" The question was important for interpreting your meaning: your reply makes it clear.

Regret you should doubt our confidence.

* * * * *

No. 53.

TELEGRAM from THE COLONIAL SECRETARY, SYDNEY, to SIR DANIEL COOPER, BART., LONDON, dated 21st
April, 1875.

* * * * *

CABINET experiencing great difficulty consequence confusion in which mail correspondence has been left; cannot well move further till receipt your advices per March mail.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MAIL SERVICE *via* SAN FRANCISCO.
(FURTHER PAPERS.)

Ordered by the Legislative Assembly to be printed, 7 July, 1875.

General Post Office,
Sydney, 27 May, 1875.

CONVEYANCE OF MAILS BETWEEN SAN FRANCISCO AND THE COLONIES OF NEW SOUTH WALES AND NEW ZEALAND.

TENDERS will be received at this Office up to noon on Thursday, the 10th proximo, for the conveyance of mails once in every four weeks, between San Francisco and the Colonies of New South Wales and New Zealand, by the following routes:—

Route A.—From San Francisco to New South Wales and New Zealand alternately direct, and *vice versa*, calling at Honolulu and Kandavau; the mails to and from the Colony not directly served being transhipped at Kandavau, and conveyed from and to such Colony.

Or Route B.—From San Francisco to Sydney direct, and from New Zealand to San Francisco direct, the mails to New Zealand being transhipped at and forwarded from Kandavau, and the mails from Sydney being forwarded to and transhipped at Kandavau.

Or Route C.—From Sydney to Auckland, Honolulu, and San Francisco, and *vice versa*, the contractors conveying the mails from Auckland, Napier, Wellington, and Lyttelton, to Port Chalmers, and *vice versa*.

The conditions and form of tender, and all other information required, can be obtained on application at this Office.

J. F. BURNS.

NOTE.—*The conditions referred to, which were arranged by the Representatives of the Colonies in London, are given below.*

NEW SOUTH WALES, NEW ZEALAND, AND SAN FRANCISCO MAIL SERVICE.

Particulars and Conditions.

THE Postmaster General of New South Wales and the Postmaster General of New Zealand are prepared to receive tenders for the conveyance of mails between those Colonies and San Francisco, once each way in every four weeks, for a period not exceeding eight years from the commencement of the service.

The mails to be carried will be all such mails as the Postmaster General, or either of them, may from time to time require the contractors to carry to and from the Colonies and San Francisco, and the intermediate Port of Honolulu, in the Sandwich Islands, and also the intermediate Port of Kandavau, in the Fiji Islands, if "Route A," or "Route B," hereinafter described, be adopted. The New South Wales mails are to be delivered and received at Sydney, and the New Zealand mails are to be delivered and received at Auckland, Wellington, Lyttelton, and Port Chalmers, and also to and from a steam launch in Hawke's Bay for Napier, weather permitting.

A sufficient number of vessels must be provided, each being a good substantial and efficient screw steam vessel of the first class, and fully equal to Class 100, A1 Lloyd's Register, and of not less gross registered tonnage than hereinafter mentioned, propelled by first-rate engines of adequate power, for a minimum continuous speed at the rate contracted for, and having spar decks, and large capacity for passengers and cargo, and ample ventilation for passing through tropical latitudes, and each vessel will be required to be under the command of a competent captain, having ample experience in the command of screw steam vessels.

The routes by which the mails are to be carried are to be either as the Postmasters General, or Sir Daniel Cooper, Baronet, and Thomas Russell, Esq., on their behalf, may determine.

Route A.—From San Francisco to New South Wales and New Zealand alternately direct, and *vice versa*, calling at Honolulu and Kandavau. The mails to and from the Colony not directly served being transhipped at Kandavau, and conveyed from and to such Colony.

Or Route B.—From San Francisco to Sydney direct, and from New Zealand to San Francisco direct, the mails to New Zealand being transhipped at and forwarded from Kandavau, and the mails from Sydney being forwarded to and transhipped at Kandavau.

Or Route C.—From Sydney to Auckland, Honolulu, and San Francisco, and *vice versa*, the contractors conveying the mails from Auckland, Napier, Wellington, and Lyttelton to Port Chalmers, and *vice versa*.

Every tender must name a price for each of the above routes, and must distinctly state the date for the commencement of the service.

By whichever route the mails shall be conveyed, one-half the passenger accommodation of each vessel is to be reserved for passengers to and from each Colony.

If route A or route B be selected, not less than five vessels must be provided, each of not less gross registered tonnage than 2,500 tons; and if route C be selected, not less than four vessels must be provided, three of which shall be of a like minimum gross registered tonnage, and one of which shall be of not less gross registered tonnage than 1,500 tons.

Separate tenders are desired for a minimum speed of 12 knots per hour, for a like speed of 11½ knots per hour, and for a like speed of 11 knots per hour, and the rate of speed mentioned in the tender is to be the essence of the contract. The hours within which the service will have to be performed, including all stoppages, will be as follows:—

If the Tender be for a	If Route A or B be selected.			If Route C be selected.		
	From Sydney to San Francisco and vice versa.	From Port Chalmers to San Francisco and vice versa.	From Auckland to San Francisco and vice versa.	From Sydney to San Francisco and vice versa.	From Auckland to San Francisco and vice versa.	From Port Chalmers to San Francisco and vice versa.
12 knot service	600 hours	671 hours	546 hours	630 hours	509 hours	634 hours
11½ knot service.....	622 hours	695 hours	568 hours	656 hours	531 hours	658 hours
11 knot service	648 hours	722 hours	591 hours	684 hours	554 hours	685 hours

The vessels are to be furnished with all necessary machinery, tackle, &c., and to be subject to the approval of the Postmasters General before being employed.

The Postmasters General, or either of them, are to have full power to inspect the vessels, officers, and crew, and suspend the use of any vessel which may not be considered satisfactory, or to prevent the employment of any officer, engineer, or crew appearing to them to be ineligible.

The contractors are to receive and deliver the mails at and to the shore at convenient places to be appointed by the Postmasters General in the respective ports, except Napier, at which place the Postmaster General of New Zealand will provide a steam launch to receive and deliver the mails in Hawke's Bay when weather permits.

The one fifty-second part of the subsidy will be paid by the Postmasters General respectively on the completion of the conveyance of each mail to or from the Colonies respectively. That payable by the Postmaster General of New South Wales will be paid at Sydney, and that payable by the Postmaster General of New Zealand will be paid at Wellington.

If any vessel shall not be at the port of departure from time to time in due time and ready to perform the service, a sum of £250, and a further sum of £50 per day, is to be paid by the contractors to, or may be deducted by each of the Postmasters General respectively as liquidated and ascertained damages, but they may remit or reduce these sums if satisfied that the default shall have arisen from causes over which the contractors had no control.

If any mail be not conveyed within the period of time contracted for, the sum of £100 will be deducted from the one fifty-second part of the subsidy payable in respect of such mail; and if the tender be for the 12 knot service, and the time occupied in conveying the mail be in excess of the number of hours respectively above-mentioned in respect of an 11½ knot service, a further sum of £100 will be deducted; and if the tender be for the 12 or 11½ knot service, and the time occupied in conveying the mail be in excess of the number of hours respectively above-mentioned in respect of an 11 knot service, a further sum of £100 will also be deducted; and if the tender be for the 12, 11½, or 11 knot service, and the time occupied in conveying the mail be in excess of the number of hours respectively mentioned in the following Table in respect of the 10½ knot rate of speed, a further sum of £100 will also be deducted; and if the time occupied in conveying any mail be also in excess of the number of hours respectively mentioned in the same Table in respect of the 10 knot rate of speed, a further deduction will be made at the rate of £4 per hour in respect of such excess, which last-mentioned deduction, however, the Postmaster General of the Colony may remit or reduce, if satisfied that the delay shall have arisen from causes over which the Contractors had no control.

If the Average Rate of Speed be	If Route A or B be selected.			If Route C be selected.		
	From Sydney to San Francisco, and vice versa.	From Port Chalmers to San Francisco, and vice versa.	From Auckland to San Francisco, and vice versa.	From Sydney to San Francisco, and vice versa.	From Auckland to San Francisco, and vice versa.	From Port Chalmers to San Francisco, and vice versa.
10½ knots per hour	678 hours	752 hours	617 hours	715 hours	580 hours	698 hours
10 knots per hour.....	708 hours	785 hours	645 hours	750 hours	608 hours	731 hours

For example—If the mail be delivered at a rate of speed between 10½ and 10 knots, there will be deducted by each Colony as follows, viz.:—£400 if the Contract be for 12 knot service,—£300 if the Contract be for 11½ knot service, and—£200 if the contract be for 11 knot service, whilst in any case a further deduction of £4 per hour (subject, nevertheless, to remission or reduction, as above mentioned) will be made by each Colony in respect of any delivery at a slower rate of speed than 10 knots.

A bonus of £5 will be paid by each Colony for the delivery of each of its mails at Sydney, Auckland, or San Francisco, as the case may be, for every hour before the contract time.

The variation in the amount to be paid is not to relieve the contractors from liability for default, or to affect the right of the Postmasters General to determine the contract.

All subsidies obtained from other countries than Great Britain and her Colonies, or any of the Polynesian Islands, for the conveyance of mails, are to belong to the contractor if made under arrangements approved by the Postmasters General.

The vessels must be provided with safe and convenient places of deposit for the mails, with locks, keys, and secure fastenings.

The contractors will have to provide the necessary lights and accommodation for sorting and making up the mails on board, with a separate and convenient room for the purpose, rendering any assistance required for conveying the mails between the mail room and the sorting room.

The Postmasters General are to be at liberty to entrust the custody of the mails to the master or commander of the vessel; and in case of the officer in charge of the mails being absent, the master or commander is to take them in charge, and the contractors are to be responsible for the receipt, safe custody, and delivery of the mails.

All directions of the officers in charge of the mails are to be attended to, so far as the same are reasonable and consistent with the safety of the vessel.

The contractors are to have no claim for postage.

A suitable first-class accommodation for a mail officer or agent and one assistant for each Postmaster General is to be provided on board the vessels, and such officers or agents and assistants are to be victualled by the contractors as chief cabin passengers without charge, and during the time a vessel may stay at any port except Sydney or San Francisco such officers, agents, and assistants are to be allowed to remain on board, and are to be victualled by the contractors.

The contractors are not to pay pilotage, tonnage, lighthouse, or harbour dues, either at Sydney or in New Zealand, and are to be at liberty to use, once in every four weeks for five days at a time, the Fitzroy Dry Dock at Sydney, if not leased or otherwise occupied, and also the workshops thereof, on payment only of the expenses of and attending such use.

The contract, or any part thereof, is not to be assigned or underlet without the consent in writing of the Postmasters General.

If

If the contract be assigned or underlet, or if there be a great or habitual non-performance or non-observance of the contract, and the Postmasters General or either of them shall be of opinion that the contractors are not *bond fide* carrying out the contract, they or either of them are to be at liberty to determine it without previous notice, with liberty nevertheless to the contractors to have submitted to arbitration the question whether or not there was such a great or habitual non-performance or non-observance of the contract as to justify such determination, but the Postmasters General are to incur no liability in case the determination be not upheld.

The Postmasters General may except from any such determination any voyage or voyages, and the same shall be completed, and vessels *en route* are, notwithstanding the determination, to complete their voyage, and in these cases the contract is to be considered as terminated when the mails required to be carried, or then being carried, shall have been delivered.

The contractors are to bind themselves to pay to the Postmasters General the sum of £25,000 by way of liquidated damages in case they shall fail to commence the service, or having commenced it, shall wilfully refuse or neglect to carry on the same.

The contractors shall, if required, enter, with two sureties to be approved by the Postmasters General, into a joint and several bond in the sum of £25,000, according to the form of bond hereinafter mentioned.

Any disputes which may arise between the Postmasters General and the contractors are to be subject to reference.

The form of contract which the contractors will be required to enter into has been prepared, and may, together with the Form of Bond above mentioned, be perused at the Office of the Agent General for New South Wales, No. 3, Westminster Chambers, Victoria-street, Westminster, or at the Office of the Agent General for New Zealand, No. 7, Westminster Chambers, Victoria-street, Westminster.

Tenders are to be made only in the accompanying printed Form,—and attached to these particulars and conditions, and are to be delivered at the Offices of either of the Agents General on or before Tuesday, the 1st day of June, 1875, sealed up and indorsed "Tender for Mail Service."

The tenders will be opened by Sir Daniel Cooper, Bart., acting under a special commission from the Government of New South Wales, and Thomas Russell, Esq., acting under a special commission from the Government of New Zealand, as soon as practicable after the receipt of the tenders.

The Postmasters General do not bind themselves to accept the lowest or any tender.

FORM OF TENDER.

TO THE POSTMASTERS GENERAL OF NEW SOUTH WALES AND NEW ZEALAND.

GENTLEMEN,

I, hereby offer to convey mails between San Francisco and your Colonies and *vice versa*, once in every four weeks, during a period of _____ years from the _____ day of _____, 18____, according to either of the routes above described, as you or Sir Daniel Cooper, Baronet, and Thomas Russell, Esq., on your behalf, may determine, and to provide for that purpose ships of the description and not less in number than above mentioned, as the case may require, and under and according to the provisions, conditions, and stipulations contained in the form of contract above referred to, at a minimum speed of _____ knots or nautical miles per hour,—if "Route A" be selected, for the sum of £ _____, say _____ per annum, if "Route B" be selected, for the sum of £ _____, say _____ per annum, or if "Route C" be selected, for the sum of £ _____, say _____ per annum,—to be rateably divided, and payable by each Colony in respect of each separate mail, but to be subject to deductions as above mentioned in respect of each mail not conveyed within the contract time; and in case you accept this tender, I undertake and agree forthwith, upon request of either the said Sir Daniel Cooper, Bart., or Thomas Russell, Esq., to execute a contract according to the said form of contract, and further undertake and agree upon the like request to execute, together with two sureties to be approved by you or by them, a bond according to the form above mentioned.

Dated this _____ day of _____, 1875.

Name or Names in full

Address or Addresses

Qualification

The names, addresses, and qualifications of two referees for each of the persons signing the Tender to be added below.

FORM OF CONTRACT.

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ One thousand eight hundred and seventy-five between the Honorable John Fitzgerald Burns the Postmaster General of the Colony of New South Wales as such Postmaster General and acting for and on behalf of the Government of the said Colony of the first part the Honorable Julius Vogel the Postmaster General of the Colony of New Zealand as such Postmaster General and acting for and on behalf of the Government of the same Colony of the second part hereinafter designated "The Contractors" of the third part Witness that they the Contractors do for themselves their heirs executors administrators and assigns and each of them doth for himself his heirs executors administrators and assigns (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Contractors) hereby covenant with the Postmaster General of the Colony of New South Wales and his successors and with the Postmaster General of the Colony of New Zealand and his successors and also as a separate covenant with each of the Postmasters General and his successors And the Postmaster General of the Colony of New South Wales and the Postmaster General of the Colony of New Zealand do and each of them doth for and on behalf of himself respectively as such Postmaster General and his successors respectively and the Government of the Colony for which he is now respectively the Postmaster General (but so far only as the covenants and agreements hereinafter contained are to be observed or performed by or are applicable to the Government of the said Colonies respectively) hereby covenant with the Contractors their executors and administrators in manner following that is to say:—

D definition of Terms.

1. In the construction of these Presents the following words and expressions shall mean and include (unless such meaning shall be inconsistent with the context) as follows "Postmaster General of the Colony of New South Wales" means the Postmaster General for the time being of that Colony "Postmaster General of the Colony of New Zealand" means the Postmaster General for the time being of that Colony "Postmasters General" means the Postmaster General for the time being of the Colony of New South Wales and the Postmaster General for the time being of the Colony of New Zealand "Contractors" includes the heirs executors administrators and assigns of the Contractors and of each of them "Mails" includes all boxes bags or packets of letters newspapers books or printed papers patterns and all other articles transmissible by post without regard either to the place to which they may be addressed or to that in which they may have originated Also all empty bags empty boxes and other stores and articles used or to be used in carrying on the Post Office service "Mail" means the aggregate of Mails transmitted at any one time by any of the vessels for the time being employed in the mail service under this Contract and "Hours" means hours calculated according to Greenwich time.

Contractors to provide vessels.

(1) To be filled in according to the Tender

(2) To be omitted if "Route C" referred to in Tender be adopted.

(3) If "Route A" or "Route B" referred to in the Tender, be adopted, the word "Five" to be inserted; but if the said "Route C" be adopted, the word "Four" to be inserted.

(4) If the said "Route C" be adopted, omit "and" and insert "three being."

(5) If the said "Route C" be adopted, insert "and one being of not less gross registered tonnage than 1,500 tons, and all"

(6) The number to be inserted according to the number of knots mentioned in the Tender.

(7) To be inserted if the said "Route C" be adopted.

Vessels to be furnished with Machinery Tackle, &c.

Power to inspect Vessels, Officers, and Crew, and suspend use of Vessels not satisfactory.

Mail routes and times of departure of vessels.

(8) To be omitted if the said "Route C" be adopted.

(9) If the said "Route A" be adopted, this paragraph to be inserted.

(10) If the said "Route B" be adopted, this paragraph to be inserted.

(11) If the said "Route C" be adopted, the following paragraph to be inserted.

2. The Contractors shall from time to time and at all times during the period of ¹ years to be computed from the ¹ day of ¹ one thousand eight hundred and seventy¹ convey all Her Majesty's mails which and all other mails of whatever country or place which the Postmasters General or either of them shall at any time and from time to time require the Contractors to convey between Sydney and San Francisco and between San Francisco and Sydney and between New Zealand and San Francisco and between San Francisco and New Zealand and from and to all and every or any of those ports to and from the Port [S]² of Honolulu in the Sandwich Islands [and Kandavau in² the Fiji Islands] and according to the routes within the respective times and in manner hereinafter provided and so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance of this Contract shall and will provide and keep seaworthy and in complete repair and readiness for such purpose a sufficient number of and not less than ³ good substantial and efficient screw steam vessels of the first class and fully equal to class 100 A1 Lloyd's Register [and⁴] of not less gross registered tonnage than two thousand five hundred tons each [⁵ constructed of iron and propelled by first-rate engines of adequate power for a minimum continuous speed of ⁶ nautical miles hour and having spar decks and large capacity for passengers and cargo and ample ventilation for passing through tropical latitudes One moiety of the passenger accommodation afforded by each vessel [except the one last mentioned] is to be reserved for and appropriated to passengers to and from each of the said Colonies respectively.

3. The steam vessels to be employed under this Contract shall be of the capacity aforesaid and shall be always furnished with all necessary and proper machinery engines apparel furniture stores tackle boats fuel lamps oil tallow provisions anchors cables fire-pumps and other proper means for extinguishing fire lightning-conductors charts chronometers nautical instruments and whatsoever else may be necessary for equipping the said vessels and rendering them constantly efficient for travelling at a minimum continuous speed of ⁶ nautical miles per hour and for the service hereby agreed to be performed and also manned and provided with competent and legally qualified officers the master or commander having ample experience in command of screw steam vessels and with a sufficient number of efficient engineers and a sufficient crew of able seamen and other men and with a competent surgeon to be in all respects as to vessels engines equipments and capacity subject in the first instance and from time to time and at all times afterwards to the approval of the Postmasters General or of such other person or persons as they shall jointly or severally at any time or times or from time to time authorize to inspect and examine the same and no vessel shall be employed or used for the purposes of this Contract until approved as aforesaid.

4. The Postmasters General or either of them shall have full power whenever and as often as they or he may deem it requisite by any of their or his qualified officers or agents to inspect the officers engineers and crew of all or any of the vessels employed or to be employed in the performance of this Contract and to survey all or any of such vessels and the hulls thereof and the engines machinery furniture tackle apparel stores and equipments of every such vessel and any defect or deficiency that may be discovered on any such survey shall be forthwith repaired or supplied by the Contractors and for the purposes aforesaid the said vessels shall (if necessary) be opened in their hulls whenever the said officers or agents may so require And if any such vessel or any part thereof or any engines machinery furniture tackle apparel boats stores or equipments shall on any such survey be declared by any such officers or agents unseaworthy or not adapted to the service hereby agreed to be performed or any such officers engineers or crew shall be so declared ineligible every vessel which shall be disapproved of or in which such deficiency or defect shall appear shall be deemed insufficient for any service hereby agreed to be performed and shall not be again employed in the conveyance of Mails until such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same and any of such officers engineers or crew declared ineligible shall not be employed in the said service.

5. The route by which the mails shall be conveyed as aforesaid shall be by way of Honolulu [and Kandavau⁵ aforesaid] and *vice versa* at [each⁶ of] which port[s⁶] the said vessels shall call on each journey for the receipt and delivery of mails allowing a sufficient time [at each⁶ place] for that purpose but the said vessels shall not call at any other intermediate place without the consent in writing of the Postmasters General. The mails shall be conveyed thirteen times in each year between San Francisco and the said Colonies and at the same rate between the said Colonies and San Francisco and the vessel respectively employed to convey the mail shall leave the respective ports of departure on the days and at the times to be from time to time appointed for the purpose by the Postmasters General. ⁷[The vessel conveying the mails from San Francisco shall proceed alternately to New South Wales and to Port Chalmers in New Zealand and the mails for New Zealand or New South Wales as the case may require shall be transhipped at the said port of Kandavau into and be conveyed by another of the said vessels to the Colony. The vessels conveying the mails to San Francisco shall proceed thither alternately from New South Wales and from Port Chalmers in New Zealand and the mails from New Zealand or New South Wales as the case may require shall be conveyed by the Contractors in another of the said vessels to the said port of Kandavau and be there transhipped into and conveyed by the vessel going to San Francisco] ⁸[The vessels conveying the mails from San Francisco shall proceed to New South Wales and the mails for New Zealand shall be transhipped at the said port of Kandavau into and be conveyed by another of the said vessels to the Colony and the vessels conveying the mails to San Francisco shall proceed thither from New Zealand and the mails from New South Wales shall be conveyed in another of the said vessels to the said port of Kandavau and be there transhipped into and conveyed by the vessel going to San Francisco] ⁹[The vessels conveying the mails from San Francisco shall proceed to Auckland and thence to Sydney and the mails for the other ports in New Zealand shall be transhipped at Auckland into and be conveyed by the smaller of the said vessels to such other ports and the vessels conveying the mails to San Francisco shall proceed from Sydney to Auckland and thence to San Francisco and the mails shall be conveyed by the said vessel being of not less gross registered tonnage than one thousand five hundred tons from the ports of Port Chalmers Lyttleton Wellington and Napier to Auckland and be there transhipped into and conveyed by the vessel going to San Francisco] The New South Wales mails shall be delivered at and despatched from the port of Sydney and the New Zealand mails shall be delivered at and despatched from the ports of Port Chalmers Lyttleton Wellington and Auckland respectively and in passing Hawke's Bay the mail vessel shall (weather permitting) call off Napier to deliver and receive mails to and from that place the said last-mentioned mails to be delivered to and received from a steam launch to be provided by the Postmaster General of New Zealand and the Contractors shall convey with the mails from or to San Francisco any local mails between the said ports of New Zealand respectively as may be required by the Postmaster General of New Zealand to be so conveyed.

Receipt and delivery of mails.

¹ To be omitted if the said "Route C" be adopted.

Power to delay departure of vessels.

⁴ To be omitted if the said "Route C" be adopted.

⁵ To be omitted if the said "Route D" be adopted.

Penalty for delay in putting on boats.

Times within which Service to be performed.

¹ If the said "Route A" or "Route B" be adopted this paragraph to be inserted.

² If 11½ knots be stated in the Tender, insert in lieu of these words "six hundred and twenty-two"; and if 11 knots be so stated, insert in lieu of these words "six hundred and forty-eight."

³ If 11½ knots be stated in the Tender, insert in lieu of these words "five hundred and sixty-eight"; and if 11 knots be so stated, insert in lieu of these words "five hundred and ninety-one."

⁴ If 11½ knots be stated in the Tender, insert in lieu of these words "six hundred and ninety-five"; and if 11 knots be so stated, insert in lieu of these words "seven hundred and twenty-two."

⁵ If the said "Route C" be adopted this paragraph to be inserted.

⁶ If 11½ knots be stated in the Tender insert in lieu of these words "six hundred and fifty-six"; and if 11 knots be so stated, insert in lieu of these words "six hundred and eighty-four."

⁷ If 11½ knots be stated in the Tender, insert in lieu of these words "five hundred and thirty-one"; and if 11 knots be so stated, insert in lieu of these words "five hundred and fifty-four."

⁸ If 11½ knots be stated in the Tender, insert in lieu of these words "six hundred and fifty-eight"; and if 11 knots be so stated, insert in lieu of these words "six hundred and eighty-five."

⁹ To be omitted if "Route C" be adopted.

¹⁰ To be omitted if "Route C" be adopted.

Payments by Colony of New South Wales.

¹¹ If the said "Route A" or "Route B" be adopted, this paragraph to be inserted.

¹² If 11½ knots be stated in the Tender, insert in lieu of these words "six hundred and twenty-two"; and if 11 knots be so stated, insert in lieu of these words "six hundred and forty-eight."

¹³ If the said "Route C" be adopted, this paragraph to be inserted.

¹⁴ If 11½ knots be stated in the Tender, insert in lieu of these words "six hundred and fifty-six"; and if 11 knots be so stated, insert in lieu of these words "six hundred and eighty-four."

¹⁵ Insert 1-62nd part of the sum named in Tender.

Payments by Colony of New Zealand.

¹⁶ If the said "Route A" or "Route B" be adopted, this paragraph to be inserted.

¹⁷ If 11½ knots be stated in the Tender, insert in lieu of these words "five hundred and sixty-eight"; and if 11 knots be so stated, insert in lieu of these words "five hundred and ninety-one."

¹⁸ If 11½ knots be stated in the Tender, insert in lieu of these words "six hundred and ninety-five"; and if 11 knots be so stated, insert in lieu of these words "seven hundred and twenty-two."

6. The Contractors at their own expense shall deliver and take the mails to and from the shore at convenient places to be from time to time appointed by the Postmasters General respectively in the respective ports (except Napier) where the mails are to be delivered or received also shall convey the same and the officers having charge of them to and from the shore as may be necessary in suitable boats furnished with suitable coverings for the mails and properly equipped and manned [¹Also shall transship from one vessel into the other the mails which under this Contract are to be transhipped at Kundavau] And shall from time to time convey the officers or agents of the Postmasters General respectively to and from the shore at any of the said ports as often as may be necessary in the execution of their duties respectively in the event of a suitable boat not being conveniently obtainable from the shore for the purpose.

7. If either of the said Postmasters General or their respective officers or agents shall at any time deem it requisite for the public service that any vessel should be detained beyond the appointed time of departure it shall be lawful for either of the Postmasters General or such officers or agents to order such delay not exceeding forty-eight hours at San Francisco and not exceeding twenty-four hours at Sydney or twenty-four hours at any other port by letter addressed to and delivered to the commander of the vessel or the person acting as such or left for him at the office of the Contractors in the port or on board the vessel three hours at least before the hour appointed for departure [²If when the through mail vessel going to San Francisco shall be ready to leave the port of Kundavau the branch mail vessel shall not have arrived from Sydney [³or New Zealand as the case may be] the through going mail vessel shall wait at Kundavau for the arrival of the other vessel but not exceeding seventy-two hours from the time of arrival there of the through going vessel] And in order to insure the due carrying of the mails from San Francisco the Contractors without any such notice shall delay any vessel (if necessary) seven days to await the arrival of the English Mails from New York for Australia or New Zealand The Postmaster General of New Zealand shall be at liberty from time to time to vary the times of departure of the mails at and from the ports in New Zealand but not so as to vary the times of departure from the port of Auckland more than twenty-four hours without the consent of the Postmaster General of New South Wales.

8. If from any cause whatsoever at any time or times hereafter one of the vessels aforesaid shall not be at the ports of departure of San Francisco Sydney and Port Chalmers respectively ready to put to sea in due time to perform the services hereby contracted to be performed the Contractors shall pay as and by way of liquidated damages to each or either of the Postmasters General affected by such default as the case may be (for the use of the Governments of the said Colonies respectively or for the Government of whichever of the said Colonies may be affected by such default as the case may be) in respect of every mail that shall be delayed by reason of any such default as aforesaid the sum of two hundred and fifty pounds and the further sum of fifty pounds for every successive twenty-four hours which shall elapse between the time at which the mail shall be appointed to leave the port of departure and the time at which the vessel conveying the same shall leave the port whether such vessel shall be one of those aforesaid or any other vessel which the Postmasters General or either of them shall think fit to employ or to sanction being employed for the purpose Provided always that each or either of the Postmasters General shall have power to remit or reduce any of the sums payable as in this clause mentioned if he shall be satisfied that any such default as aforesaid was attributable to causes over which the contractors had no control.

9. The mails whether carried in through going vessels or transhipped as aforesaid shall be safely conveyed [⁴from San Francisco to Sydney and from Sydney to San Francisco within [six hundred⁴] hours and from San Francisco to Auckland and from Auckland to San Francisco within [five hundred and forty-six⁵] hours and from San Francisco to Port Chalmers and from Port Chalmers to San Francisco within [six hundred and seventy-one⁶] hours] [⁷from San Francisco to Sydney and from Sydney to San Francisco within [six hundred and thirty⁷] hours and from San Francisco to Auckland and from Auckland to San Francisco within [five hundred and nine⁸] hours and from San Francisco to Port Chalmers and from Port Chalmers to San Francisco within [six hundred and thirty-four⁹] hours] the times aforesaid to be calculated from the times appointed for the departure of the mail respectively unless any vessel shall be delayed in consequence of the mail not being ready for embarkation in due time either at San Francisco or at Sydney or in New Zealand in which case the time shall be calculated from the time of the mail being ready for delivery at the port where the delay shall take place The Contractors admit and agree that in the times above named sufficient times have been allowed for coaling and stoppages at Honolulu [and Kundavau¹⁰] and the ports of New Zealand respectively [¹¹The Contractors shall not be relieved or discharged of their liability or responsibility under this contract by reason of any branch mail vessel not reaching Kundavau in time to forward its mail by the through going vessel] And in case of the loss of any of the mails by wreck of any mail vessel or otherwise the contractors shall with all possible despatch at their own cost do all such acts and take all such measures as may be reasonably done and taken to recover the mails so lost And the contractors shall be liable for all damage or injury to any of the mails from whatever cause the same may arise or happen except fire the act of God or the Queen's enemies.

10. For the conveyance of each mail from San Francisco to Sydney and *vice versa* the Postmaster General of New South Wales will pay to the contractors at Sydney as follows videlicet [¹²—If the mail shall be conveyed within [six hundred¹²] hours as aforesaid] [¹³—If the mail shall be conveyed within [six hundred and thirty¹³] hours as aforesaid] the sum of [¹⁴but if the mail shall not be so conveyed then in lieu thereof one of the lesser sums of money as mentioned in Schedule A hereunder written according to the time within which the mail shall be conveyed And if the time occupied in conveying the mail shall exceed the number of hours lastly mentioned in the said Schedule then the sum lastly also mentioned in the said schedule to be paid shall be reduced in the proportion of four pounds for every hour in excess of seven hundred and eight hours occupied in conveying the mail The times aforesaid to be computed as mentioned in Clause No. 9 of these presents Provided always that the Postmaster General of New South Wales shall have power to remit all or any part of the said reduction of four pounds per hour if he shall be satisfied that the delay in conveying the mail was attributable to causes over which the contractors had no control.

11. For the conveyance of each mail from San Francisco to New Zealand and *vice versa* the Postmaster General of New Zealand will pay to the contractors at Wellington as follows videlicet [¹⁵—If the mail from San Francisco to New Zealand shall be conveyed from San Francisco to Auckland within [five hundred and forty-six¹⁵] hours and shall also be conveyed from San Francisco to Port Chalmers within [six hundred and seventy-one¹⁶] hours or from New Zealand to San Francisco shall be conveyed from Port Chalmers to San Francisco within [¹⁷six hundred

(*) If the said "Route C" be adopted, this paragraph to be inserted.
 (1) If 11½ knots be stated in the Tender, insert in lieu of these words "five hundred and thirty-one"; and if 11 knots be so stated, insert in lieu of these words "five hundred and fifty-four."
 (2) If 11½ knots be stated in the Tender, insert in lieu of these words "six hundred and fifty-eight"; and if 11 knots be so stated, insert in lieu of these words "six hundred and eighty-five."
 (3) Insert 1-52nd part of sum named in Tender.

hundred and seventy-one] hours as aforesaid] [—If the mail from San Francisco to New Zealand shall be conveyed from San Francisco to Auckland within [five hundred and nine] hours and shall also be conveyed from San Francisco to Port Chalmers within [six hundred and thirty-four] hours or from New Zealand to San Francisco shall be conveyed from Port Chalmers to San Francisco within [six hundred and thirty-four] hours as aforesaid—] as the case may be then the sum of [] but if the mail shall not be so conveyed then in lieu thereof one of the lesser sums of money as mentioned in Schedule B hereunder written according to the time within which the mail shall be so conveyed. And if the time occupied in so conveying the mail shall exceed either of the number of hours respectively mentioned in the last paragraph in the said Schedule B then the sum lastly also mentioned in the same Schedule to be paid shall be reduced in the proportion of Four pounds for every hour in excess of the number of hours so respectively mentioned as last aforesaid occupied in so conveying the mail. The times aforesaid to be computed as mentioned in Clause No. 9 of these presents. Provided always that the Postmaster General of New Zealand shall have power to remit all or any part of the said reduction of Four pounds per hour if he shall be satisfied that the delay in conveying the mail was attributable to causes over which the Contractors had no control.

Bonus if mail delivered before time.

12. For each and every mail which the contractors shall deliver at Sydney or shall deliver at San Francisco from Sydney before the expiration of the time appointed in Clause No. 9 they shall be paid by the Postmaster General of New South Wales the sum of Five pounds for every complete hour saved and for each and every mail which the Contractors shall deliver at Auckland or shall deliver at San Francisco from New Zealand before the expiration of the time appointed in Clause No. 9 they shall be paid by the Postmaster General of New Zealand the sum of Five pounds for every complete hour saved.

When and where payments to be made.

13. The sums payable to the Contractors under the three last preceding clauses shall be in full satisfaction for all services rendered under this Contract including the receipt conveyance and delivery by the Contractors of the mails to and from Honolulu [and Kandavau] respectively and shall be payable at the respective Treasuries in the places appointed for payment to an agent to be appointed by the Contractors at each of those places to receive the same respectively immediately after the due delivery of each mail in the Colony or the advice by the return mail from San Francisco of the due delivery of the mail shall be received as the case may be. Provided always that the provisions hereinbefore contained for payment for the conveyance of mails otherwise than within the times stipulated for in Clause No. 9 of these presents shall not be deemed or construed to relieve the Contractors from liability for default in the due performance of the stipulations contained in the same clause or to disentitle the Postmasters General to determine this Contract under Clause No. 24 of these presents on account of any such default it being hereby expressly agreed that the performance of the service hereby contracted to be performed within the times mentioned in Clause No. 9 of these presents shall be deemed and held to be the essence of this Contract.

(*) To be omitted if the said "Route C" be adopted.

As to subsidies for conveyance of other mails.

14. The Colonies of New South Wales and New Zealand or either of them shall be entitled to retain to their own or its own use respectively any subsidy allowed to them or either of them by the Government of the United Kingdom of Great Britain and Ireland and to retain and divide between them equally any subsidy or payment which may be agreed to be paid by any other Australasian Colony or Dependency or any of the Polynesian Islands for the conveyance of mails over the aforesaid routes after deducting any payments made or expenses if any incurred by the Postmasters General or either of them for the conveying mails to or from any or either of the ports or places hereinbefore appointed for the receipt or delivery of mails but the Contractors shall be entitled to the benefit of and to receive any subsidies or payments which the Contractors may be able to induce any Government other than as aforesaid to agree to pay for the conveyance of mails over the aforesaid routes after deducting any payments made or expenses if any incurred by the Postmasters General or either of them for the conveying mails to and from any and either of the ports or places aforesaid provided the arrangements for the services in respect of any such subsidy shall be approved by the Postmasters General.

Vessels to be fitted with places for deposit of mails.

15. The Contractors shall provide to the satisfaction of the Postmasters General on board all steam vessels employed under this contract proper safe and convenient places of deposit for the mails with locks keys and secure fastenings.

Accommodation to be provided for sorting mails.

16. The Contractors shall also provide to the satisfaction of the Postmasters General all necessary and suitable accommodation including lights for the purpose of sorting and making up the mails on board the several vessels employed under this Contract and on being required to do so by the Postmasters General or either of them shall at their own cost erect or set apart in each of the said vessels a separate and convenient room for such purposes and all such furniture lamps fittings and other conveniences shall be from time to time cleansed and kept in repair and the oil for the lamps supplied by the servants of and at the cost of the Contractors. The Master or Commander of each of the said vessels shall also if required provide assistance for conveying the mails between the mail-room and the sorting-room without charge.

Mails may be entrusted to commander.

17. If the Postmaster General or either of them shall think fit to entrust the charge and custody of the mail or his respective mail to the Master or Commander of any vessel to be employed under this Contract and in all cases where the officer or other person appointed to have charge of the mail shall be absent to the knowledge of the Master or Commander of such vessel such Master or Commander shall without any charge take due care of and the Contractors shall be responsible for the receipt safe custody and delivery of the said mail at the several appointed places on the shore in the respective ports as part of the services hereby contracted to be rendered. The Master or Commander shall also make the usual Post Office declaration and furnish such journal returns and other information and perform such other services as the Postmasters General or either of them or their or either of their officers shall from time to time reasonably require.

Orders of officers of Post Office to be attended to.

18. The Contractors and all Commanding and other Officers in charge of the vessels employed under this Contract shall at all times punctually attend to the orders and directions of the Postmasters General or either of them their or either of their officers or agents as to the mode time and place of landing delivering and receiving the mails subject to the special provisions herein contained and so far as such orders and directions are reasonable and consistent with the safety of the vessels.

Contractors to have no claim for Postage, &c.

19. The Contractors shall have no claim to any postage nor to any sum on account thereof for mails carried in any vessel employed in the service under this Contract or on account of any services rendered except as herein specially provided to be paid.

Accommodation to be provided for Post Office officials.

20. The Contractors shall provide suitable first-class accommodation for a mail officer or agent and one assistant for each of the Postmasters General on board each of the vessels employed under this Contract who shall be at liberty to use such accommodation as may be required

required for the performance of their duties and such officers or agents and assistants shall be victualled by the Contractors as chief cabin passengers without charge either for their passages or victualling and whilst the vessel stays at any port excepting the ports of Sydney and San Francisco to or from which the mails are conveyed such officers agents and assistants shall be allowed to remain on board and shall be victualled as aforesaid.

21. Every such mail officer or agent and assistant shall be recognized and treated by the Contractors their officers and agents as the agent of the Postmaster General respectively or Postmasters General by whom he may have been appointed as the case may be and as having full authority in all cases to require a due and strict performance of this Contract Provided that no such agent officer or assistant shall have power to control or interfere with any Master Commander or officer in the performance of his duty and every such agent officer and assistant shall be subject to all general orders issued by the Master or Commander for the good order health and comfort of the passengers and crew and the safety of the vessels.

22. During the continuance of this Contract and so long as the same shall be faithfully carried out by the Contractors no charge for pilotage tonnage lighthouse or harbour dues shall be made in New South Wales for any of the steam vessels employed in carrying out this Contract and the Contractors shall be at liberty to use once in every four weeks for five days at a time the Fitzroy Dry Dock at Sydney if not leased or otherwise occupied and also the workshops there on payment only of the expenses of and attending such use and no charge for pilotage tonnage lighthouse or harbour dues shall be made at any port in New Zealand in respect of any of the steam vessels employed in carrying out this Contract.

23. This Contract or any part thereof shall not be assigned or underlet or disposed of by the Contractors without the joint consent in writing of the Postmasters General first obtained for such purpose.

24. In case this Contract or any part thereof shall be assigned underlet or otherwise disposed of by the Contractors otherwise than with such consent as last aforesaid or in case of any great or habitual non-performance or non-observance of this Contract or of any of the covenants matters or things herein contained and on the part of the Contractors their officers agents or servants or any of them to be observed and performed and whether there be or be not any penalty or sum of money payable by the Contractors for any such non-observance or non-performance it shall be lawful for the Postmasters General or either of them if they or he shall be of opinion that the Contractors are not *bona fide* carrying out the provisions herein contained and they shall jointly so think fit (and notwithstanding there may or may not have been any former non-observance or non-performance of this Contract) by writing under their or his hands or hand to determine this Contract without any previous notice to the Contractors or their agents And the Contractors shall not be entitled to any compensation in respect of such determination And such determination shall not deprive the Postmasters General or either of them of any rights or remedies to which they or he would otherwise be entitled by reason of any non-observance or non-performance of any of the provisions herein contained Provided always that if within but not after twenty-eight days after any notice of the determination of this Contract shall have been given to either of the Contractors or left for them as hereinafter mentioned the Contractors shall give notice in writing to the Postmasters General that they require that the question whether there was such a great or habitual non-observance or non-performance of this Contract on the part of the Contractors as to justify the Postmasters General or one of them in determining the same shall be referred to arbitration then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Postmasters General and the Contractors In case the arbitrator or arbitrators or the umpire shall at any time or times decide that the Postmasters General were not justified in determining the Contract the Postmasters General shall have and be entitled from time to time to exercise the power hereinbefore given to them to determine the Contract as fully and effectually as if they had not on any previous occasion or occasions attempted to exercise such power And the Contractors shall not be entitled to any compensation in respect of the attempted determination of the Contract or any loss damages or expenses which may be incurred by the Contractors by reason thereof.

25. The Postmasters General or either of them may if they or he think fit except from any such determination any voyage or voyages and if any vessel or vessels should have started before the determination of this Contract or before the masters or commanders thereof could have received the news of such determination or should after the determination start with a mail on any voyage or voyages so excepted as aforesaid the voyage or voyages shall be continued and performed and the mails be delivered and received as if this Contract had remained in force with regard to any such vessels and with respect to such vessels this Contract shall be considered as having terminated only when such vessels shall have reached their port or place of destination and the mails carried by them shall have been delivered.

26. All notices or directions which are hereby authorized to be given to the Contractors their officers servants or agents may be delivered to the master or commander of any of the said vessels or other officer or agent of the Contractors in the charge or management of any vessel employed in the performance of this Contract on board such vessel or left for the Contractors on board such vessel or at either of the offices or houses of business at Sydney or Auckland of the Contractors or their agents and any notices or directions so given or left shall be binding on the Contractors Provided always that any notice of the determination of this Contract shall be given to one of the Contractors or left for them at their last known office or place of business in San Francisco Sydney or Auckland if any as the Postmasters General may think fit.

27. It shall be lawful for the Postmasters General or either of them by writing under their respective hands at any time and from time to time to delegate all or any of the powers whether joint or several vested in them or him respectively by virtue of this Contract to such person or persons as they or he may think fit.

28. If the Contractors shall fail to commence the performance of the services hereby contracted to be by them performed according to the provisions hereof or having commenced the same shall refuse or wilfully neglect to carry on the same according to the true intent and meaning of these presents they shall forfeit and pay to the said Postmasters General the sum of twenty-five thousand pounds to be equally divided between the Postmasters General as and by way of liquidated damages and not by way of penalty.

29. All and every the sums of money hereby stipulated to be paid by the Contractors shall be considered as liquidated or ascertained damages whether any damage or loss shall have or shall not have been sustained and may be set off by the Postmasters General or either of them against any moneys payable to the Contractors under or by virtue of these presents or may be enforced by both or either of the Postmasters General as a debt due with full costs of suit

Post Office officials to be treated as agents of Postmasters General.

Vessels not to pay dues.

Contract not to be assigned.

If Contract be assigned, or Contract not being *bona fide* performed, Postmasters General may put an end to it.

Vessels en route to complete voyage.

Notices, how to be given.

Power may be delegated.

Damages for default.

Sums payable by the Contractors to be a debt.

suit at their or his discretion. Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the rights of the Postmasters General or either of them to treat such defaults as a non-observance or non-performance of this Contract on the part of the Contractors.

Contractors to enter into Bond.

30. The Contractors shall if so required upon the acceptance of their tender with two sureties to be approved by the Postmasters General jointly and severally enter into a bond in the penal sum of £25,000 conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors herein contained according to a draft or form already agreed upon.

Arbitration clause.

31. If any dispute question difference or controversy shall arise between the Postmasters General or their respective Governments and the Contractors touching these presents or any clause or thing herein contained or the construction thereof or any matter in any way connected with these presents or the operation hereof or the rights duties or liabilities of the said Governments respectively or of the Contractors in connection with the premises then and in every or any such case the matter in difference shall be referred to arbitration in manner hereinafter mentioned and the award of the arbitrator or the arbitrators or the umpire appointed as herein-after mentioned as the case may be shall be binding and conclusive in every respect.

32. Unless the Postmasters General and the Contractors shall concur in the appointment of a single arbitrator each party on the request of the other party shall nominate and appoint an arbitrator to whom such dispute question difference or controversy shall be referred and every appointment of an arbitrator shall be made on the part of the Postmasters General under their hands and on the part of the Contractors under their hands or under the hand of either of them or under the hand of the accredited agent of the Contractors if any at Sydney or Auckland and such appointment shall be made in duplicate and be delivered one part to the other party and the other part to the Arbitrator on the part of the party by whom the same shall be made and after any such appointment shall have been made neither party shall have power to revoke the same without the consent of the other nor shall the death of either party operate as a revocation and if for the space of fourteen days after any such dispute shall have arisen and after a request in writing in which shall be stated the matters required to be referred to arbitration shall have been served upon the Postmasters General respectively or given to either of the Contractors or left for them at their last known office or place of business in San Francisco Sydney or Auckland (if any) as the case may be by the one party on the other party to appoint an arbitrator such last mentioned party fail to appoint an arbitrator then upon such failure the party making the request and having appointed an arbitrator may appoint such arbitrator to act on behalf of both parties and such arbitrator may proceed to hear and determine the matters which shall be in dispute and in such case the award or determination of such single arbitrator shall be final.

33. If before the matters so referred shall be determined any Arbitrator appointed by either party die or become incapable the party by whom such Arbitrator was appointed his successors in office executors or administrators may nominate and appoint in writing some other person to act in his place and if for the space of fourteen days after notice in writing from the other party for that purpose he fail to do so the remaining or other Arbitrator may proceed *ex parte* and every arbitrator so to be substituted as aforesaid shall have the same powers and authorities as were vested in the former arbitrator at the time of such his death or disability as aforesaid.

34. Where more than one arbitrator shall have been appointed such arbitrators shall before they enter upon the matters referred to them nominate and appoint by writing under their hands an umpire to decide on any such matters on which they shall differ or which shall be referred to him and if such umpire shall die or become incapable to act they shall forthwith after such death or incapacity appoint another umpire in his place and the decision of every such umpire on the matters so referred to him shall be final.

35. If in either of the cases aforesaid the said arbitrators shall refuse or shall for fourteen days after the request of either party to such arbitration neglect to appoint an umpire the Governor for the time being of the Colony of New South Wales shall on the application of either party to such arbitration appoint an umpire and the decision of such umpire on the matters on which the arbitrators shall differ or which shall be referred to him shall be final.

36. If when a single arbitrator shall have been appointed or shall be proceeding *ex parte* under any of the provisions herein contained such arbitrator shall die or become incapable to act before he shall have made his award the matters referred to him shall be determined by arbitration in the same manner as if no such arbitrator had been appointed.

37. If where more than one arbitrator shall have been appointed either of the arbitrators refuse or for fourteen days neglect to act the other arbitrator may proceed *ex parte* and the decision of such other arbitrator shall be as effectual as if he had been the single arbitrator appointed by both parties.

38. If where more than one arbitrator shall have been appointed and where neither of them shall refuse or neglect to act as aforesaid such arbitrators shall fail to make their award within three calendar months after the day on which the last of such arbitrators shall have been appointed or within such extended time (if any) as shall have been appointed for that purpose by both such arbitrators under their hands the matters referred to them shall be determined by the umpire to be appointed as aforesaid and the umpire shall make his award within three calendar months after the time when his duties shall commence or within such extended time (if any) as shall have been appointed for that purpose by the umpire under his hand.

39. The said arbitrator or arbitrators or their umpire may call for the production of any documents in the possession or power of either party which they or he may think necessary for determining the question in dispute and may examine the parties or their witnesses on oath and administer the oaths necessary for that purpose.

40. The costs of every such arbitration and of the award shall be in the discretion of the arbitrator arbitrators or umpire who may direct to and by whom and in what manner the same or any part thereof shall be paid.

41. The arbitration shall take place and be conducted at Sydney aforesaid and the arbitrator or arbitrators or the umpire as the case may be shall deliver his or their award in writing to the Postmasters General and the Postmasters General shall retain the same and shall forthwith on demand at their own expense furnish a copy thereof to the Contractors and shall at all times on demand produce the said award and allow the same to be inspected or examined by the Contractors or any person appointed by them for that purpose.

42. This submission to arbitration may be made a rule of any of the Superior Courts of the United Kingdom of Great Britain and Ireland or of the said Colonies on the application of either the Postmasters General or the Contractors.

43.

43. If the respective General Assemblies of the said Colonies or either of them do not in their next respective Sessions approve or ratify this Contract it shall be lawful for the Postmasters General or either of them to determine the same in the manner and upon the terms mentioned or provided in clause No. 24 of this Contract so far as the same are applicable but the provisions relating to arbitration in such clause contained shall not be applicable.

In witness whereof the said parties to these presents have hereto set their hands and seals the day and year first above written.

SCHEDULE A ABOVE REFERRED TO.

SCALE of Payment to be made by the Postmaster General of New South Wales, for each Mail conveyed from San Francisco to Sydney and *vice versa* :—

(*) If the said "Route A" or "Route B" be adopted, these paragraphs to be inserted.	*[If conveyed within six hundred hours ¹	pounds
(1) If tender be for a 12-knot service, insert 1-52nd of amount named in tender, but if tender be for a slower service omit this paragraph.	shillings and pence.	
(2) If tender be for 11½-knot service omit these words.	If [not so] ² conveyed [but conveyed] ² within six hundred and twenty-two hours ³	pounds shillings.
(3) If tender be as last aforesaid insert 1-52nd of amount therein named. If tender be for a 12-knot service insert a sum being £100 below that to be named in the previous paragraph. If the tender be for an 11-knot service this paragraph to be omitted.	If [not so] ⁴ conveyed [but conveyed] ⁴ within six hundred and forty-eight hours ⁵	pounds shillings.
(4) If tender be for 11-knot service omit these words.	If not so conveyed within six hundred and seventy-eight hours ⁶	pounds.
(5) If tender be as last aforesaid insert 1-52nd of amount therein named. If tender be for a 12 or 11½-knot service insert a sum being £100 below that to be named in the previous paragraph.	If not so conveyed but conveyed within seven hundred and eight hours ⁷	pounds shillings and pence.]
(6) Insert a sum being £100 below that to be named in the previous paragraph.	b[If conveyed within six hundred and thirty hours ⁸	pounds
(7) Insert a sum being £100 below that to be named in the previous paragraph.	shillings and pence.	
(8) If the said "Route C" be adopted, these paragraphs to be inserted.	If [not so] ⁹ conveyed [but conveyed] ⁹ within six hundred and fifty-six hours ¹⁰	pounds shillings.
(9) If tender be for a 12-knot service, insert 1-52nd of amount named in tender, but if tender be for a slower service omit this paragraph.	If [not so] ¹¹ conveyed [but conveyed] ¹¹ within six hundred and eighty-four hours ¹²	pounds shillings.
(10) If tender be for 11½-knot service omit these words.	If not so conveyed but conveyed within seven hundred and fifteen hours ¹³	pounds.
(11) If tender be as last aforesaid insert 1-52nd of amount therein named. If tender be for a 12 or 11½-knot service insert a sum being £100 below that to be named in the previous paragraph.	If not so conveyed but conveyed within seven hundred and fifty hours ¹⁴	pounds shillings and pence.]
(12) Insert a sum being £100 below that to be named in the previous paragraph.		
(13) Insert a sum being £100 below that to be named in the previous paragraph.		

SCHEDULE B ABOVE REFERRED TO.

SCALE of Payment to be made by the Postmaster General of New Zealand for each mail conveyed from San Francisco to New Zealand and *vice versa*.

(*) If the said "Route A" or "Route B" be adopted these paragraphs to be inserted.	*[If conveyed from San Francisco to Auckland within five hundred and forty-six hours and from San Francisco to Port Chalmers within six hundred and seventy-one hours or from Port Chalmers to San Francisco within six hundred and seventy-one hours as the case may be ¹	pounds shillings
(1) If tender be for a 12-knot service, insert 1-52nd of amount named in tender, but if tender be for a slower service omit this paragraph.	and pence.	
(2) If tender be for 11½-knot service omit these words.	If [not so] ² conveyed [but conveyed] ² from San Francisco to Auckland within five hundred and sixty-eight hours and from San Francisco to Port Chalmers within six hundred and ninety-five hours or from Port Chalmers to San Francisco within six hundred and ninety-five hours as the case may be ³	pounds shillings.
(3) If tender be as last aforesaid insert 1-52 of amount therein named. If tender be for a 12-knot service insert a sum being £100 below that to be named in the previous paragraph. If the tender be for an 11-knot service this paragraph to be omitted.	If [not so] ⁴ conveyed [but conveyed] ⁴ from San Francisco to Auckland within five hundred and ninety-one hours and from San Francisco to Port Chalmers within seven hundred and twenty-two hours or from Port Chalmers to San Francisco within seven hundred and twenty-two hours as the case may be ⁵	pounds shillings.
(4) If tender be for 11-knot service omit these words.	If not so conveyed but conveyed from San Francisco to Auckland within six hundred and seventeen hours and from San Francisco to Port Chalmers within seven hundred and fifty-two hours or from Port Chalmers to San Francisco within seven hundred and fifty-two hours as the case may be ⁶	pounds.
(5) If tender be as last aforesaid insert 1-52nd of amount therein named. If tender be for a 12 or 11½-knot service insert a sum being £100 below that to be named in the previous paragraph.	If not so conveyed but conveyed from San Francisco to Auckland within six hundred and forty-five hours and from San Francisco to Port Chalmers within seven hundred and eighty-five hours or from Port Chalmers to San Francisco within seven hundred and eighty-five hours as the case may be ⁷	pounds shillings and pence.]
(6) Insert a sum being £100 below that to be named in the previous paragraph.	*[If conveyed from San Francisco to Auckland within five hundred and nine hours and from San Francisco to Port Chalmers within six hundred and thirty-four hours or from Port Chalmers to San Francisco within six hundred and thirty-four hours as the case may be ¹	pounds shillings and pence.
(7) Insert a sum being £100 below that named in the previous paragraph.	If [not so] ² conveyed [but conveyed] ² from San Francisco to Auckland within five hundred and thirty-one hours and from San Francisco to Port Chalmers within six hundred and fifty-eight hours or from Port Chalmers to San Francisco within six hundred and fifty-eight hours as the case may be ³	pounds shillings.
(8) If the said "route C" be adopted these paragraphs to be inserted.	If [not so] ⁴ conveyed [but conveyed] ⁴ from San Francisco to Auckland within five hundred and fifty-four hours and from San Francisco to Port Chalmers within six hundred and eighty-five hours or from Port Chalmers to San Francisco within six hundred and eighty-five hours as the case may be ⁵	pounds shillings.
(1) If tender be for a 12-knot service, insert 1-52nd of amount named in tender, but if tender be for a slower service omit this paragraph.	If not so conveyed but conveyed from San Francisco to Auckland within five hundred and eighty hours and from San Francisco to Port Chalmers within six hundred and ninety-eight hours or from Port Chalmers to San Francisco within six hundred and ninety-eight hours as the case may be ⁶	pounds.
(2) If tender be for 11½-knot service omit these words.	If not so conveyed but conveyed from San Francisco to Auckland within six hundred and eight hours and from San Francisco to Port Chalmers within seven hundred and thirty hours or from Port Chalmers to San Francisco within seven hundred and thirty-one hours as the case may be ⁷	pounds shillings and pence.]
(3) If tender be as last aforesaid insert 1-52nd of amount therein named. If tender be for a 12-knot service insert a sum being £100 below that to be named in the previous paragraph. If the tender be for an 11-knot service this paragraph to be omitted.		
(4) If tender be for 11-knot service omit these words.		
(5) If tender be as last aforesaid insert 1-52nd of amount therein named. If tender be for a 12 or 11½-knot service insert a sum being £100 below that to be named in the previous paragraph.		
(6) Insert a sum being £100 below that to be named in the previous paragraph.		
(7) Insert a sum being £100 below that to be named in the previous paragraph.		

FORM OF BOND.

Know all men by these presents, That we are jointly and severally held and firmly bound to the Honorable John Fitzgerald Burns, the Postmaster General of the Colony of New South Wales, as such Postmaster General, and acting for and on behalf of the Government of such Colony,—and to the Honorable Julius Vogel, the Postmaster General of the Colony of New Zealand, as such Postmaster General, and acting for and on behalf of the Government of such Colony,—in the sum of £25,000 of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to the said John Fitzgerald Burns and Julius Vogel, and their successors, in their respective offices of Postmaster General of the said Colony of New South Wales, and Postmaster General of the said Colony of New Zealand, for which payment, to be well and truly made, we and each of us bind ourselves and himself, our and his heirs, executors, administrators, and assigns, and every of them, firmly by these presents sealed with our seals.

Dated this day of 1875.

WHEREAS by certain Articles of Agreement made and entered into on the day of A.D. 1875 between the said John Fitzgerald Burns, as Postmaster General of and acting for and on behalf of the Government of the said Colony of New South Wales, of the first part,—the said Julius Vogel, as Postmaster General of and acting for and on behalf of the Government of the said Colony of New Zealand, of the second part,—and the above-bounden who in the said Articles of Agreement are designated “the Contractors,” of the third part,—It is witnessed that they the Contractors did for themselves, their heirs, executors, administrators, and assigns, and each of them, did for himself, his heirs, executors, administrators, and assigns (so far as the covenants and agreements thereinafter contained were to be observed and performed by the Contractors), covenant with the Postmaster General of the Colony of New South Wales, and his successors, and with the Postmaster General of the Colony of New Zealand, and his successors, and also as a separate covenant with each of the Postmasters General and his successors (amongst other things)—

[Here recite Contract as far as necessary.]

Now the condition of the above-written bond or obligation is such, that if in case the said while the whole or any part of the services by the said recited Articles of Agreement agreed to be performed ought to be performed shall not provide, or in case having provided, they shall not keep seaworthy and in complete repair and readiness for the purpose of conveying for a period of years, to be computed from the day of 187 all Her Majesty's mails which and all other mails which the Postmaster General for the time being of the Colony of New South Wales, and the Postmaster General for the time being of the Colony of New Zealand, or either of them, shall at any time, or from time to time, require the Contractors to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the said port [s] of Honolulu [and ¹Kandavu] a sufficient number of, and not less than [²] good substantial and efficient screw steam vessels of the first class, and fully equal to class 100 A1. Lloyd's Register, and of not less gross registered tonnage than [²] tons, each constructed of iron, and propelled by first rate engines of adequate power, for a minimum continuous speed of [²] nautical miles per hour, or in case any vessel shall be employed in the said service which shall not have been approved by the Postmasters General, or an officer or officers appointed by them for the purpose, or in case any vessel which on any such survey as in the said recited Articles of Agreement mentioned shall have been disapproved of, or in which such deficiency or defect as in the said recited Articles mentioned shall have appeared shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same, the said or some or one of them, or the executors or administrators of some or one of them, do and shall in any or either of the said cases pay unto the Postmasters General for the time being of the said Colonies, the sum of £25,000, as and for liquidated damages—then the above-written bond or obligation shall be void ; otherwise to remain in full force and virtue.

¹ To be omitted if “Route C” be adopted.

² Insert according to Contract.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SAN FRANCISCO MAIL SERVICE.

(FURTHER PAPERS.)

Ordered by the Legislative Assembly to be printed, 29 July, 1875.

TELEGRAM from SIR D. COOPER, LONDON, to THE COLONIAL SECRETARY, SYDNEY, dated London, 12th June, 1875. Received, 14th June.

MAIL tenders, German Lloyds, A and C [*qy.* B] service £120,000; C service, £91,000; Macgregor, £106,000—£140,000 and £104,000. American Pacific Mail with Lawrence, Clark, & Co.—A £120,000; C [*qy.* B] £89,950; C £74,950—eleven knots; commence 1st November. Russell says we are bound to accept C [*qy.* B] by Russell-Samuel agreement. I do not concur, and I recommend tender C as best and cheapest for both Colonies. Recommend you to authorize me to close for C, on condition New Zealand pays half and repays you £2,500 for cost [*qy.* coast] service beyond Wellington, and pays all costs of mail agents and sorters in branch steamers. Russell must come to terms if we keep firm at this. Am verifying signatures to tenders. Answer quickly.

REPEATED TELEGRAM from SIR D. COOPER, BART., to THE COLONIAL SECRETARY, dated 12th June. (Repeated on the 19th June.)

MAIL tenders German Lloyds, A and B service, 120,000; C service, 91,000; Macgregor, 106,000, 140,000, and 104,000; America Pacific Mail, with Lawrence, Clark, & Co., A 120,000, B 89,950, C 74,950. Eleven knots commence first November. Russell says we are bound to accept B by Russell-Samuel agreement. I do not concur, and I recommend tender C as best and cheapest for both Colonies. Recommend you to authorize me to close for C, on condition New Zealand pays half, and repays you 2,500 for coast service beyond Wellington, and pays all cost of mail agent and sorters in branch steamer. Russell must come to terms if we keep firm at this. Am verifying signatures to tender. Answer quickly.

TELEGRAM from THE COLONIAL SECRETARY, SYDNEY, to SIR D. COOPER, BART., LONDON, dated 17th June, 1875.

Does tender 89,950 mean for forked service B which is second in printed conditions? If so, and you and Russell are satisfied capability tenderers, you can sign for this Government, subject approval Parliament. We intend renewing to-morrow temporary contract till November.

TELEGRAM from THE COLONIAL SECRETARY, SYDNEY, to THOMAS RUSSELL, ESQ., LONDON, dated 17th June, 1875.

COOPER is authorized to sign agreement for B service, which is second in printed conditions for Tender eighty-nine thousand nine hundred and fifty pounds, if you are both satisfied capability tenderers. We intend renewing to-morrow temporary contract till November.

MEMORANDUM as to Tenders as per Sir D. Cooper's Telegram of 12th June, 1875, and repeated Telegram of 19th June.

- Route A.—From San Francisco to New South Wales and New Zealand alternately direct, and *vice versa*, calling at Honolulu and Kandavau. The mails to and from the Colony not directly served being transhipped at Kandavau, and conveyed from and to such Colony.
- Or Route B.—From San Francisco to Sydney direct, and from New Zealand to San Francisco direct, the mails to New Zealand being transhipped at and forwarded from Kandavau, and the mails from Sydney being forwarded to and transhipped at Kandavau.
- Or Route C.—From Sydney to Auckland, Honolulu, and San Francisco, and *vice versa*, the contractors conveying the mails from Auckland, Napier, Wellington, and Lyttelton, to Port Chalmers, and *vice versa*.
- | |
|--|
| German Lloyds, £120,000. |
| Macgregor, £106,000. |
| American Pacific Mail with Lawrence, Clark, & Co., £120,000. |
| German Lloyds, £120,000. |
| Macgregor, £140,000. |
| American Pacific Mail with Lawrence, Clark, & Co., £89,950. |
| German Lloyds, £91,000. |
| Macgregor, £104,000. |
| American Pacific Mail with Lawrence, Clark, & Co., £74,950. |

THE MANAGER, AUSTRALASIAN STEAM NAVIGATION COMPANY, to THE POSTMASTER GENERAL, SYDNEY.

10 June, 1875.

SIR,

I have the honor, by direction of the Board of Directors, to inform you that they have decided not to tender for the San Francisco Mail Contract on the terms and conditions advertised.

Having given the subject very careful consideration, with a desire to tender if they could see their way towards performing the service as advertised, in a manner satisfactory to the two Governments and creditable to this Company, the Directors have with regret arrived at the conclusion that the expensive manner in which it is required to be done, coupled with the exceptional conditions, preclude their undertaking it.

The Board regret that, by the conditions, tenderers must name a price for all three routes, as otherwise they would have been inclined—with certain modifications—to tender for one, though not for all, and would have been glad to have had an opportunity of offering to do a service of the required speed from Sydney to San Francisco, either calling at Auckland or Fiji with suitable vessels, at a much lower rate of subsidy than is likely to be required for any of those advertised.

I have, &c.,

WM. WILLIAMS,
Assistant Manager.

TELEGRAM from SIR D. COOPER, BART., AND MR. THOMAS RUSSELL to COLONIAL SECRETARY, SYDNEY and to THE HON. J. POLLEN, WELLINGTON, NEW ZEALAND, dated London, 24th June, 1875.

HAIL [*qy.* Mail] contract signed. Contractors, American Pacific Company, John Elder of Glasgow, and Macgregor of Leith, jointly and severally [*qy.* severally]. Service B, under printed conditions sent you; term eight years, each Colony paying half; speed eleven knots power [*qy.* hour]; no doubt of ability of contractors. Contract forwarded out-going mail, requires confirmation present Session Parliament. Send New Zealand Government copy printed conditions, bond and contract sent you and this telegram.

J. ORKNEY, Esq., to THE POSTMASTER GENERAL, SYDNEY.

St. Kilda, 24 June, 1875.

SIR,

Messrs. Cox & Taylor, Agents for the Pacific Mail Co's. steamers, in letter dated 10th October, 1874, addressed to the late Postmaster General, Hon. Saul Samuel, referred to my knowledge of the magnificent fleet of steamers engaged in the Japan, China, and Panama Mail Services, and the means the Company have at command to carry out the Australian and San Francisco Mail Service.

On my return from San Francisco, *via* Sydney, I had intended to call on the then Hon. Postmaster General, but was prevented, from only having a few hours in Sydney.

However, I observed a few days ago, that the Pacific Co. are the lowest tenderers for your mail service *via* San Francisco. Their resources and success in the carrying of mails and passengers are too well known throughout the world to require commendation from any one. The large first-class steamers to be taken from the Japan and China line, which they propose to employ on the Australian service, for extent of accommodation for all classes of passengers, comfort, speed, and good sea-going qualities, are unrivalled. Their regularity in keeping time in the long voyages to China is well known.

Wishing success to the San Francisco route, I feel assured it only requires such steamers as are at once available belonging to the Pacific Mail Co.

I have, &c.,

JAS. ORKNEY.

TELEGRAM

TELEGRAM from SIR D. COOPER, BART., AND MR. THOMAS RUSSELL, to COLONIAL SECRETARY, SYDNEY, dated London, 8th July, 1875.

NEW YORK solicitors advised that Pacific Mail Company could contract jointly as well as severally, and in [yy. on] this advice contract was signed. Charter of incorporation just received from New York, on seeing which, counsel here advise that Company can contract solely [yy. severally] but not jointly. This will necessitate leaving Elder and Company and Macgregor out of contract. We are taking contract in name of Pacific Mail Company only. Taking bonds from Elder and Macgregor. We are satisfied.

TELEGRAM from SIR D. COOPER, BART., AND MR. THOMAS RUSSELL, to COLONIAL TREASURER, SYDNEY, dated, London, 9th July, 1875.

HOLD over our telegram respecting Pacific Company's powers for present. Point under consideration not yet decided. American lawyers contend they are right.

TELEGRAM from SIR D. COOPER, BART., to COLONIAL SECRETARY, SYDNEY, dated, London, 17th July, 1875.

COUNSEL advise Pacific Mail Company cannot contract jointly with others. We propose to take contracts with Pacific Company only. Elder and Macgregor bondsmen. Do you agree? Contract will be re-executed Thursday, same arrangement steamers as before.

TELEGRAM from COLONIAL SECRETARY, SYDNEY, to SIR D. COOPER, BART., LONDON, dated 19th July, 1875.

APPROVE Pacific Company being contractors, with Elder and Macgregor as sureties.

TELEGRAM from SIR D. COOPER, BART., to COLONIAL SECRETARY, SYDNEY, dated London, 23 July, 1875.

CONTRACT re-executed. Frisco departure—November, December.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SAN FRANCISCO MAIL SERVICE.

(FURTHER PAPERS.)

*Ordered by the Legislative Assembly to be printed, 11 August, 1875.*THE SECRETARY, GENERAL POST OFFICE, SYDNEY, to THE SECRETARY, GENERAL POST OFFICE,
WELLINGTON, NEW ZEALAND.

Sydney, 28 June, 1875.

SIR,

I am directed to inform you that, it having become necessary to arrange for the continuance of the temporary Mail Service *via* San Francisco, and Mr. Thomas Russell having intimated (by telegram, through the Representative of New South Wales in London) the willingness of the New Zealand Government to extend the present contract, the Postmaster General of this Colony communicated with the Australasian Steam Navigation Company as to the terms upon which they would agree to carry on the Service.

It will be seen by the correspondence that took place, copy of which is enclosed, that negotiations were completed on the 18th instant for the Service to be continued on the same terms as now exist, but with the following understanding, viz. :—

1. That no demurrage be claimed for any arrival at San Francisco *before* the period specified in the Time-table.
2. That free passages (saloon) be provided for the New Zealand mail agents and sorting officers, and as satisfactory accommodation as possible furnished for sorting mails.
3. That the term of extension be for four round trips to and from San Francisco and Sydney *via* Auckland, commencing with the steamer to leave on the 31st of next month.

I am to state that on the 19th instant a telegram was received here from Mr. Russell in London to the following effect, viz. :—"Temporary Service.—Do not renew contract—wait few days—we can do better here"; but that, of course the action taken in the matter could not be interfered with.

I enclose herewith some copies of the Time-table in connection with the extended Service.

I have, &c.,

S. H. LAMBTON,

Secretary.

THE SECRETARY, GENERAL POST OFFICE, WELLINGTON, NEW ZEALAND, to THE SECRETARY, GENERAL
POST OFFICE, SYDNEY.

New Zealand.

General Post Office,

Wellington, 17 July, 1875.

SIR,

I have the honor to acknowledge the receipt of your communication of the 28th ultimo, p. 75/325. B. 75/3,492, reporting that, with the concurrence of Mr. Russell, the Government of New South Wales had arranged with the Australasian Steam Navigation Company to continue with certain modifications the present temporary San Francisco Mail Service, for four additional Services, commencing on the termination of the existing Agreement, the first Service dating from the 31st instant. I have also to acknowledge copies of correspondence between your department and the Australasian Steam Navigation Company on the subject of the extension of the present arrangement, which you enclosed with your communication, together with six copies of the Time-table for the extended Service.

2. I observe with extreme satisfaction that provision has been made under the extended arrangement for the accommodation of a mail agent of this department, and also for the sorting of the New Zealand mails on board the steamers employed in the Service; and I have to convey the thanks of the Acting Postmaster General for the interest shown by the Postmaster General of New South Wales in securing for this department the concessions I have alluded to. (6.)

I have, &c.,

W. GRAY,

Secretary.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MAIL SERVICE *viâ* SAN FRANCISCO AND HONOLULU.
(TIME-TABLE.)

Ordered by the Legislative Assembly to be printed, 29 June, 1875.

TIME-TABLE FOR THE MAIL SERVICE
BETWEEN
GREAT BRITAIN, NEW SOUTH WALES, AND NEW ZEALAND,
BY WAY OF
SAN FRANCISCO AND HONOLULU.

Approved by the Postmaster General of New South Wales, on the 22nd June, 1875.

Homeward Route.				Outward Route.			
Leave	Arrive at			Leave		Arrive at	
Sydney.	Auckland.	San Francisco.	London.	London.	San Francisco	Auckland.	Sydney.
1875. <i>Saturday,</i> At 1 p.m., 3 July	1875. <i>Friday,</i> 9 July	1875. <i>Thursday,</i> 5 August	1875. <i>Monday,</i> 23 August	1875. <i>Tuesday,</i> 4 May	1875. <i>Monday,*</i> 24 May*	1875. <i>Sunday,</i> 20 June	1875. <i>Saturday,</i> 26 June
31 July	6 August	2 September	20 September	1 June	21 June*	18 July	24 July
28 August	3 September	30 September	18 October	20 June	19 July*	15 August	21 August
25 September	1 October	28 October	15 November	27 July	16 August*	12 September	18 September
23 October	20 October	25 November	13 December	24 August	13 September*	10 October	16 October
				21 September	11 October*	7 November	13 November
				19 October	8 November*	5 December	11 December
				16 November	6 December*	1876. 2 January	1876. 8 January

* Or immediately on arrival of London Mail at San Francisco.

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1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

PACIFIC MAIL SERVICE.

(MESSAGE No. 34.)

Ordered by the Legislative Assembly to be printed, 28 July, 1875.

HERCULES ROBINSON,
Governor.

Message, No. 34.

In accordance with the 54th clause of the Constitution Act, the Governor recommends for the consideration of the Legislative Assembly, the expediency of making provision to meet the necessary expense of maintaining steam postal communication between Sydney and San Francisco.

Government House,
Sydney, 28th July, 1875.

1875.

NEW SOUTH WALES.

TWENTIETH ANNUAL REPORT

OF THE

POSTMASTER GENERAL,

ON THE DEPARTMENTS UNDER HIS MINISTERIAL CONTROL,

BEING THAT FOR THE YEAR

1874.

Presented to both Houses of Parliament, by Command.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

1875.

THE POSTMASTER GENERAL TO HIS EXCELLENCY THE GOVERNOR,

TRANSMITTING THE

ANNUAL REPORT FOR THE YEAR 1874, ON THE POST OFFICE, MONEY ORDER,
GOVERNMENT SAVINGS' BANK, AND ELECTRIC TELEGRAPH DEPARTMENTS.

SIR,

I have the honor to transmit to your Excellency the Twentieth Annual Report on the Departments under the ministerial control of the Postmaster General, being that for the year 1874.

I.—POST OFFICE DEPARTMENT.

AN important event of the year 1874 as regards the Postal Department was the opening of the New General Post Office. This event was celebrated by a *Conversazione* on the evening of the 1st September, when upwards of fifteen hundred persons were entertained by the late Postmaster General. The new building was subsequently thrown open for a few days for the inspection of the general public; and on the 21st September, the Secretary's, Accountant's, and Cashier's Branches of the Post Office, with the Money Order, Government Savings' Bank, and Electric Telegraph Departments, were removed from the temporary quarters in Wynyard Square and George-street into the new premises. It was however not found convenient to conduct the business of the mail branch of the Post Office in the new building until the 28th September.

It has been found that there is much work yet to be completed, and some internal alterations to be made, before the accommodation for the various departments can be said to be satisfactory. It is noticeable that it will be necessary to provide as early as possible more ground-floor space for the increasing business of the department. The plans of the present building were proposed many years ago, when it was not contemplated that so large an augmentation of business would have taken place. This matter is receiving attention, and I trust that the requisite additions will be shortly commenced. While on this part of my subject, I may explain that the new street on the north side of the Post Office has not yet been opened, in consequence of the negotiations for the adjoining land not having been concluded; I trust, however, that no great length of time will elapse before the public will be able to enjoy the convenience which the opening of this street would undoubtedly afford.

INLAND SERVICE.

During the year 1874 new postal routes were opened to the extent of 1,196 miles, embracing the following lines, viz.:—

- From Balranald to Ivanhoe, once a week.
- „ Westbrook to Glendon Brook, twice a week.
- „ Colo to Howe's Valley, once a week.
- „ Blue-gum Flat to Cooranbong, twice a week.
- „ Burrorong to Cox's River, thrice a week.
- „ Sheet of Bark to Wood's Flat, thrice a week.
- „ Yarraman to Tambar Springs, once a week.
- „ Rye Park to Dalton, once a week.
- „ Barragon to Wollar, twice a week.
- „ Grenfell to Temora, twice a week.
- „ Brewarrina to Gongolgon, once a week.
- „ Quambone to Carinda, once a week.
- „ Raglan to Glanmire, six times a week.
- „ Orange to Billabong, thrice a week.
- „ Tarcutta to Murraguldrrie, twice a week.
- „ Denison Town to Gulgong, once a week.
- „ Gloucester to Barrington, twice a week.
- „ Dubbo to Gilgandra, twice a week.

From

- From Merimbula to Caudelo, on arrival and departure of steamer.
- „ Glen Innes to Vegetable Creek, thrice a week.
 - „ Brewarrina to Enngonia, once a week.
 - „ Warren to Tenandra, once a week.
 - „ Rylstone to Dungaree, twice a week.
 - „ Clarendon to Wagga Wagga, twice a week.
 - „ Guyong to Spring Grove, twice a week.
 - „ Fernmount to Grafton, once a week.
 - „ Wellington to Obley, once a week.
 - „ Bauabalong to Lake Cudgellico, twice a week.
 - „ Cooranbong to Catherine Hill Bay, twice a week.
 - „ Millie to Mogil Mogil, once a week.
 - „ Pilliga to Capps, Millie, &c., once a week.
 - „ Macquarie Plains to O'Connell, thrice a week.
 - „ O'Connell to Dirty Swamp, twice a week.
 - „ Tarana to Oberon, thrice a week.
 - „ Kangaroo Valley to Coolangatta, six times a week.
 - „ Braidwood, Jembaicumbene to Major's Creek (new arrangement), thrice a week.

It has been found necessary to discontinue postal route to the extent of 372 miles, viz. :—

- Between Blayney and Teesdale, once a week.
- „ Cowra and Wood's Flat, thrice a week.
- „ Murrumburrah and M'Mahon Reefs, twice a week.
- „ Bathurst and Glanmire, thrice a week.
- „ Tathra and Bega, once a week.
- „ Braidwood and Windellama, once a week.
- „ Bathurst, O'Connell, and Oberon and Hartley, twice a week.
- „ Pilliga and Mogil Mogil, once a week.
- „ Gerringong and Numba, six times a week.
- „ Taralga and Currawella, once a week.
- „ Bowna and Welaregang, thrice a week.

The extent of postal route traversed in the Colony on the 31st December, 1874, was 15,984 $\frac{3}{4}$ miles, viz. :—

On horseback	...	...	...	...	10,541 miles.
By coach	...	...	...	...	5,042 $\frac{1}{4}$ „
By railway	...	...	...	...	401 „

The following increased postal accommodation was afforded, viz. :—

- Between Bathurst and Rockley, once a week, additional communication.
- „ Blayney and Brown's Creek, once a week, „
- „ Wagga Wagga and Albury, once a week, „

The communication between Carcoar and Mount Macquarie was reduced from twice to once a week.

The number of miles travelled in the year 1874 was 33,584,337, being an increase of 100,832 miles on that of the year 1873.

The number of post offices established during the year 1874 was 36, viz. :—

Anvil Creek	Grass-tree	Quipolly
Booral	Gundy	Sheet of Bark
Bowning	Ivanhoe	St. Clair
Barrington	Kayuga	Spring Grove
Brogo	Kangaroo Creek	Thurgoona
Cox's River	Lake Cudgellico	Temora
Carinda	Little Billabong	Tent Hill
Carlisle Gully	Millie	Tenandra
Catherine Hill Bay	Murraguldrrie	Upper Myall River
Dungaree	Meranburn	Wollar
Glendon Brook	M'Guigan's	Yatteyatah
Greenfield Farm	Peat's Ferry	Yarrara

Number

Number re-established 4, viz. :—At Attunga, Fish River Creek, Gegedzerick, and Unumgar; and the number discontinued 13, viz. :—

Crown Flat	Pooncarie
Cross Roads	Rob Roy
Dark Corner	South Casino
Farnham	Teesdalo
Fish River Creek	Wakool
Marulan	Welaregang
M'Mahon's Reefs	

making an actual increase of 27 in the number of post offices in the Colony. In the Appendix will be [Appendix A.](#) found a list of the 681 post offices on the 31st December, 1874.

Owing to some mistakes in the transmission of letters, which occurred through the similarity of the names of the post offices at Molong and Bolong, the designation of the latter office was changed on the 1st December, 1874, to "Bomadary."

There were 104 changes of Postmasters during the year 1874.

Five additional iron letter-receivers were erected during the year 1874, at the following places, viz. :—

1 at corner of Sussex and Drnitt Streets
1 „ Cross and Bay Streets, Double Bay.
1 „ Darling Point.
1 „ Redfern Railway Terminus, arrival platform.
1 „ Mudgee.

On the 31st December, 1874, the number of *iron* letter-receivers erected in the Colony was 82, the number of receiving-boxes 2, and the number of *iron* newspaper-receivers 8.

Twenty licenses were issued for the sale of postage-stamps to persons other than Postmasters. A return is given in the Appendix of the number of persons holding these licenses throughout the Colony. [Appendix B.](#)

There were seven additional letter-carriers employed during the year 1874 in Sydney and its suburbs. The distribution of the letter-carriers throughout the Colony was as follows :—

Sydney and Suburbs	...	...	...	...	...	49
Armidale	...	...	...	...	...	1
Albury	...	...	...	...	...	1
Bathurst	...	...	...	...	...	2
East Maitland	...	...	...	...	...	1
Goulburn	...	...	...	...	...	1
Grafton	...	...	...	...	...	1
Hill End	...	...	...	...	...	1
Morpeth	...	...	...	...	...	1
Mudgee	...	...	...	...	...	1
Newcastle	...	...	...	...	...	3
Orange	...	...	...	...	...	1
Parramatta	...	...	...	...	...	2
Singleton	...	...	...	...	...	1
Tamworth	...	...	...	...	...	1
West Maitland	...	...	...	...	...	2
Windsor	...	...	...	...	...	1
Wagga Wagga	...	...	...	...	...	1
Total	...	...	...	...	...	<u>71</u>

The following is a statement of the number of persons employed in connection with the Postal Department during 1874, exclusive of Mail Contractors :—

Postmaster General	...	...	...	...	...	1
Secretary	...	...	...	...	...	1
Accountant	...	...	...	...	...	1
Superintendent, Mail Branch	...	...	...	...	...	1
Chief Clerk of Post Office	...	...	...	...	...	1
Cashier	...	...	...	...	...	1
Clerks	...	...	...	...	...	45

Postal Inspectors	...	...	...	...	...	2
Mail Guards	...	...	...	...	...	7
Assistant Mail Guards	...	...	...	...	...	5
Stampers, Letter-carriers, &c.	...	...	...	...	...	108
Country Postmasters	...	...	...	...	...	681
Assistant do.	...	...	...	...	...	4
						<u>858</u>

The business of the Head Office having been conducted for the greater part of the year 1874 in the temporary premises in Wynyard Square, there was no improvement manifest in the health of the officials during that year. It is however confidently believed that the year 1875 will prove that the change to the new office has resulted in marked improvement in the sanitary condition of the department. The following return will show the extent of the sickness which prevailed in the year 1874, viz. :—

No. of Officers absent.	Aggregate period.	Average period for each Officer.
27 Clerks	296 days.	11 days.
6 Sorters	105 "	17 "
29 Letter-carriers	344 "	12 "
9 Messengers, guards, grooms, &c.	208 "	23 "

Over 8,311 miles of mail route were inspected, and the undermentioned Post Offices visited by the Postal Inspectors, during the year 1874, viz. :—

Alstonville	East Kempsey	One-tree Hill
Albion Park	Ellenborough	Orange
Annandale	Ennis	Palmer's Island
Apple-tree Flat	Frederickton	Penmant Hills
Araluen	Fernmount	Pieton
Ballina	Ghinni Ghinni	Port Macquarie
Bandon Grove	Gladstone	Queanbeyan
Barragon	Gladesville	Rainbow Reach
Bathurst	Glebe	Raymond Terrace
Belford	Gloucester	Redbank
Bell's Creek	Goulburn	Rocky Mouth
Berrima	Grafton	Rydal
Big Hill	Grenfell	Seaham
Bishop's Bridge	Gulgong	Singleton
Boat Harbour	Guntawang	South Grafton
Bowral	Hexham	Summer Island
Bowraville	Hinton	Stroud
Braidwood	Home Rule	St. Albans
Brookfield	Hoskin's Town	St. Leonards
Brush Grove	Huntingdon	Terrara
Canadian Lead	Ilford	Telegraph Point
Cape Hawke	Kangaroo Valley	Tareo
Carcoar	Kempsey	Tinonee
Cambewarra	Kiama	Tomerong
Casino	Laguna	Tullimbar
Cessnock	Lambton	Underbank
Central M'Donald	Langworthy's	Unumgar
Clarence Town	Lawrence	Upper Araluen
Clarence River Heads	Limeburners Creek	Umarra
Cobhora	Lismore	Wardell
Cooma	Lithgow	Waverley
Cooyal	Manna Field	Waratah
Cowra	Meadow Flat	West Maitland
Coonabarabran	Molong	Warneton
Croki	Molonglo	West Kempsey
Crown Flat	Millfield	Wellington
Cudgegong	Monkerai	Wingham
Cullen Bullen	Mundooran	Wiseman's Ferry
Cundletown	Mudgee	Wollombi
Denison Town	Muswellbrook	Wollar
Dingo Creek	Nambucca	Woodside
Dungog	Newcastle	Wollongong
Dural	Nowra	Yass

On the 1st July, 1874, a new code of Regulations for the conduct and guidance of Postmasters and others was brought into operation. The Regulations previously in existence were somewhat hurriedly framed when the Postal Act of 1867 (the 31 Vic. No. 4) was passed, and on the printed supply of those Regulations becoming exhausted the opportunity was taken to revise and re-arrange them, which resulted in the issue of the new Regulations as above indicated.

FOREIGN SERVICE.

In the last Annual Report a history was given of the various attempts which had been made to establish mail communication with the United Kingdom by way of America, concluding at the period when Messrs. Hall & Forbes entered upon their temporary contract for an alternating fork service between New South Wales and New Zealand and San Francisco.

The whole of the correspondence on this subject having already been laid before Parliament, I shall merely give the following particulars as to the performance of Messrs. Hall & Forbes' contract, for the purpose of record, viz. :—

STATEMENT showing the dates of Arrival and Departure of the San Francisco Mail Packets, the time occupied in the transit of Mails, &c.

Inward.

Name of Steamer.	Due at Sydney.	Arrival at Sydney.	Number of days from San Francisco.	Number of days late from San Francisco.	Duration of Voyage from London to Sydney.	Under what Contract and arrangements.
Macgregor, per Tartar	2 Mar....	10 Mar....	35	5	56	Hall & Forbes.
City of Melbourne	30 Mar....	6 April....	30	.....	55	do
Mikado, per Mongol	27 April....	5 May....	35	5	56	do
Tartar	25 May....	27 May....	30	.....	50	do
Mikado	22 June....	1 July....	35	5	57	do
Cyphrenes, per City of Adelaide	20 July....	24 July....	32	2	52	do
Tartar, via Auckland	17 Aug....	2 Sept....	36	6	64	Laurence, Clark, & Co.
Macgregor	14 Sept....	24 Sept....	38	8	58	Gilchrist, Watt, & Co.
Mikado	12 Oct....	15 Oct....	32	2	51	do
City of Melbourne	9 Nov....	9 Nov....	28	.....	48	A.S.N. Co., special contract.
Cyphrenes	7 Dec....	17 Dec....	37	.....	58	do

Homeward.

Name of Steamer.	Date of Despatch from Sydney.	Due at San Francisco.	Arrived at San Francisco.	Number of days in San Francisco.	Number of days late to San Francisco.	Duration of Voyage from Sydney to London.	Under what Contract and arrangements.
Macgregor	20 Dec....	19 Jan....	24 Jan....	35	5	58	Hall & Forbes.
City of Melbourne	17 Jan....	16 Feb....	17 Feb....	31	1	52	do
Tartar, for Mikado	15 Feb....	16 Mar....	17 Mar....	29	.....	49	do
Tartar	14 Mar....	13 April....	13 April....	30	.....	50	do
Cyphrenes, for Mikado	11 April....	11 May....	21 May....	40	10	60	do
City of Adelaide, for Cyphrenes.	9 May....	8 June....	13 June....	35	5	57	do
Tartar	6 June....	6 July....	8 July....	32	2	51	do
Macgregor	4 July....	3 Aug....	8 Aug....	35	5	57	do
Mikado	1 Aug....	31 Aug....	30 Aug....	29	.....	48	do
City of Melbourne	29 Aug....	28 Sept....	26 Sept....	28	.....	40	A. S. N. Co., special service.
Cyphrenes.....	26 Sept....	26 Oct....	29 Oct....	33	.....	53	do do
Macgregor, via Auckland...	24 Oct....	26 Nov....	27 Nov....	34	1	52	A. S. N. Co., under three months service.
Mikado, via Auckland.....	21 Nov....	24 Dec....	21 Dec....	30	.....	50	do do
Cyphrenes, via Auckland...	23 Dec....	21 Jan....	30 Jan....	38	5	61	do do

AVERAGE number of days occupied in the Conveyance of Mails to and from Sydney and San Francisco, and between Sydney and London, via San Francisco :—

Inward.

San Francisco to Sydney.....	33
London to Sydney	55

Homeward.

Sydney to San Francisco.....	33
Sydney to London	53

Messrs. Hall & Forbes performed the service from this end up to the 1st August, on which date they despatched the "Mikado" from Sydney for San Francisco. They failed however to provide a steamer

at

at San Francisco for the conveyance of mails thence to the Colonies in July; and it was only after much difficulty and considerable detention of the mails at San Francisco that arrangements were made with the owner of the steamship "Tartar" to bring on the mails. Subsequently to the special engagement with the owners of the "Tartar," the temporary Service was continued to the end of the year, under arrangements with the owners of the steamships "Mikado," "Cyphreus," and "Macgregor," and with the Australasian Steam Navigation Company. The special services it was necessary to provide, to meet the default of the contractors, were of a costly character compared with the amount of Messrs. Hall & Forbes' contract.

The fact, however, should not be overlooked that in some instances, as shown in the return given above, the voyages between Sydney and San Francisco were performed within the contract time, a circumstance which strongly indicates the practicability of developing the route into an expeditious one with well organized arrangements *right through to London*. The transit of mails between San Francisco and London has not hitherto been satisfactory, and this portion of the route not being under the control of the Colonial Government it is not in their power *directly* to effect any change.

The emergency arrangements which were made by the New South Wales Government were concurred in by the New Zealand Government, which was represented by Mr. Thomas Russell, who arrived from Auckland on the 24th September, and remained in Sydney until the 24th October. During the interval he entered into an agreement (dated 23rd October, 1874) with the late Postmaster General in regard to the continuance of the service. This agreement has been published with the papers herein before alluded to as having been already laid before Parliament, and it is therefore not necessary to make any further allusion to it in this Report.

It is to be hoped that when it shall become necessary to revert to this mail service in the annual Report for the year 1875, a more satisfactory result of the endeavours to maintain a mail line across the Pacific may be recorded than is shown by the actual accomplishments of the year 1874.

The year 1874 developed a new feature in the Ocean Mail conveyance by way of Suez. For some years previously the Imperial Government negotiated the whole Mail Contract between London and Sydney, and undertook the management thereof—the various Australasian Colonies contributing to its cost rateably, according to the use made of the line, as indicated by the number of letters transmitted. The Home Government, however, viewing the action at the Conference of Australasian Representatives, held at Sydney at the beginning of the year 1873, and for reasons fully explained in papers already laid before Parliament, decided to discontinue the control of that portion of the route between Point de Galle and Sydney, undertaking to convey Australian mails between London and San Francisco, or Point de Galle, or Singapore respectively, free of charge, and to allow the Colonies the outward postage (less the British inland rate) on correspondence forwarded from the United Kingdom to the Colonies. This postage being equivalent to—

s. d.		
1/3½		per ounce on letters.....
1/2		„ pound on packets.....
3/4		„ „ newspapers.....
		} <i>viâ</i> Southampton and Suez, and <i>viâ</i> San Francisco.
1/2		„ ounce on letters.....
1/2½		„ pound on packets.....
2/3		„ „ newspapers.....
		} <i>viâ</i> Brindisi and Suez.

Under this arrangement the Australasian Colonies were left to provide the necessary connecting services with the places on the respective routes at which the Home Government undertook to take charge of the mails, viz.: at San Francisco, at Point de Galle, and at Singapore. The New South Wales and New Zealand Governments, as already stated, established the connecting service between those Colonies and San Francisco, and offered to allow the use of it by the other Australasian Colonies on payment of the following rates on the weight of correspondence received and despatched, viz.:—

1/7		per ounce on letters.
/6		„ pound on newspapers.
1/6		„ „ book-packets.

The Government of Victoria entered into a contract for the service between Melbourne and Point de Galle, and the Queensland Government established the line to Singapore. Both the Colonies of Victoria and Queensland reciprocated the arrangement proposed by New South Wales, by which the correspondence of the non-contributing Colonies could be transmitted on payment of postage thereon at rates similar to those mentioned above in the case of the San Francisco route. The Colony of New South Wales on these terms therefore had the use of these respective lines during 1874.

The performance of the service *viâ* Melbourne and Point de Galle will be seen by the following return, viz. :—

Arrival at Sydney.				Departure from Sydney.			
Name of vessel.	Actual date.	Actual number of days.		Name of vessel.	Actual date.	Actual number of days.	
		<i>Via</i> Brindisi.	<i>Via</i> Southampton.			<i>Via</i> Brindisi.	<i>Via</i> Southampton.
Ellora (extra mail).....	8 Jun.	52	55	Pera (<i>per</i> Ellora)	26 Jan.	48	56
Pera	19 Jan.	52	60	Bangalore „	23 Feb.	49	58
Bangalore.....	12 Feb.	48	56	Nubia „	23 Mar.	49	56
Nubia	16 Mar.	52	60	Baroda „	17 April	52	59
Baroda.....	10 April	49	57	Pera (<i>per</i> Alexandra).....	16 May	55	66
Pera	8 May	49	57	Nubia (<i>per</i> Ellora).....	13 June	51	59
Nubia	5 June	49	57	Baroda „	10 July	51	58
Baroda.....	30 June	46	54	Pera „	7 Aug.	51	60
Pera	27 July	45	53	Nubia „	4 Sept.	51	58
Nubia	24 Aug.	45	53	Colconda „	3 Oct.	52	61
Colconda.....	25 Sept.	49	57	Pera „	31 Oct.	49	60
Pera.....	19 Oct.	45	53	Nubia „	28 Nov.	49	59
Nubia	19 Nov.	48	56	Ceylon „	26 Dec.	50	57
Ceylon.....	16 Dec.	47	55				

Average number of days occupied in the conveyance of the mails to and from Sydney and London *viâ* Galle and Melbourne :—

Inward, <i>viâ</i> Brindisi	48
Do. Southampton	56
Homeward, <i>viâ</i> Brindisi	50
Do. Southampton... ..	59

From the following information, officially received, it appears that the mails to and from Melbourne and the United Kingdom, by way of Galle, were conveyed within contract time during the year, with few exceptions, viz. :—

OUTWARD MAILS.

				D.	H.	M.	
In January arrived at Melbourne	...	...	...	2	19	40	late.
February do. do.	...	...	...	3	10	10	before time.
March do. do.	...	...	...	11	50		late.
April do. do.	...	...	...	1	11	10	before time.
May do. do.	...	...	...	2	4	30	do.
June do. do.	...	...	...	1	16	50	do.
July do. do.	...	...	...	4	6	5	do.
July do. do.	...	...	...	6	15	0	do.
August do. do.	...	...	...	5	12	23	do.
September do. do.	...	...	...	2	10	10	do.
October do. do.	...	...	...	6	18	30	do.
November do. do.	...	...	...	2	21	35	do.
December do. do.	...	...	...	4	1	5	do.

The homeward mails, despatched *viâ* Brindisi in January, July, August, September, and 31st December, arrived at London in each case one day before time; in November and 3rd December, two days before time. The mails despatched in May and October were respectively four days and one day late. The remainder of the mails despatched arrived on the specified dates.

The homeward mails *viâ* Southampton despatched in January, March, April, August, October, November, and 3rd December, arrived at London on the specified dates, and those despatched in July, September,

September, and 31st December arrived one day each before time. The following mails arrived behind time, viz.: That despatched in February, two days, in May eight days, in June one day, in August one day, in October three days, in November two days, on 3rd December one day.

The performance of the service *via* Brisbane and Torres Straits may be ascertained from the following statement of the time occupied in the transmission of mails by this route between Sydney and London, viz.:—

Arrival at Sydney.				Departure from Sydney.			
Name of vessel.	Actual date.	Actual number of days.		Name of vessel.	Actual date.	Actual number of days.	
		<i>Via</i> Brindisi.	<i>Via</i> Southampton.			<i>Via</i> Brindisi.	<i>Via</i> Southampton.
Flintshire.....	27 Jan.	...	...	Sun Foo	31 Dec.	67	67
Tom Morton	12 Feb.	...	...	Flintshire.....	30 Jan.	64	64
Bentan	16 Mar.	66	74	Tom Morton	24 Feb.	61	68
Flintshire.....	6 April	59	67	Bentan	24 Mar.	62	69
Jeddah	5 May	60	68	Flintshire.....	17 April	68	75
Tom Morton	2 Juno	60	68	Jeddah	16 May	64	71
Flintshire.....	4 July	64	72	Tom Morton	13 June	63	70
Legislator.....	22 July	54	62	Alexandra	17 July	62	62
Jeddah	22 Aug.	57	65	Legislator.....	8 Aug.	70	70
Alexandra	21 Sept.	59	67	Jeddah	14 Sept.	71	71
Somerset	15 Oct.	55	63	Tom Morton	7 Oct.	73	73
Legislator.....	13 Nov.	56	64	Somerset	6 Nov.	57	74
Normanby	15 Dec.	60	68	Legislator.....	4 Dec.	64	64

Average number of days occupied in the conveyance of the mails to and from Sydney and London, *via* Torres Straits:—

Inward, <i>via</i> Brindisi	...	...	...	59 days.
Do. Southampton	...	...	...	67 "
Homeward, <i>via</i> Brindisi	...	...	...	65 "
Do. Southampton	...	...	...	69 "

Arrangements were completed and brought into operation in June, 1874, for the optional prepayment of letters, the registration of letters, and prepayment of printed papers and patterns passing between the Colony of New South Wales and the Austrian Post Offices at Trieste and Alexandria, and in August of that year a reduction of the postage rates was effected on letters for Switzerland, the German States, Austria, Belgium and the Netherlands, forwarded by way of Italy.

On the annexation of Fiji to the British Crown, which took place in 1874, the postage rate on letters for that Colony was reduced from 6d. to 2d. per half-ounce; and subsequent to this event the reduced rate of postage was extended to Lord Howe's Island, Norfolk Island, and the South Sea Islands generally.

REVENUE AND EXPENDITURE.

The revenue of the Post Office Department collected in the year 1874 amounted to £103,921 6s. 6d., being £5,643 4s. less than the sum collected during the year 1873. The reduction is owing to the Newspaper Postage Abolition Act, which came into operation on the 1st January, 1874. The whole revenue for the year was derived from the following resources, viz.:—

Sale of postage stamps	...	...	...	...	£101,566	0	9
Fees for private boxes	...	...	...	...	281	18	6
Postage collected on unpaid letters	...	...	...	...	2,073	7	3
Total	...	...	...	...	£103,921	6	6

The

The following return shows the number, description, and value of Postage Stamps issued at the General Post Office during the years 1873 and 1874:—

Number.		Description.	Value.	
1873.	1874.		1873.	1874.
6,440,520	7,482,000	Penny	£ 26,835 10 0	£ 31,175 0 0
6,782,760	7,179,720	Two-penny	56,523 0 0	69,831 0 0
400,520	106,880	Three-penny	5,006 10 0	1,336 0 0
100,380	104,010	Four-penny	1,673 0 0	1,733 10 0
1,348	2,544	Five-penny	28 1 8	53 0 0
366,780	373,300	Six-penny	9,169 10 0	9,332 10 0
6,860	5,450	Eight-penny	195 6 8	181 13 4
35,580	11,600	Nine-penny	1,334 5 0	435 0 0
1,034	13,606	Ten-penny ..	43 1 8	566 18 4
88,850	100,790	Shilling	4,442 10 0	5,039 10 0
4,439	4,122	Five-shilling	1,109 15 0	1,030 10 0
1,611,600	14,030	Newspaper wrappers	6,715 0 0	58 13 4
1,700	1,700	Envelopes—one penny	7 13 0	7 13 0
			£113,083 3 0	£110,780 18 0

A further reduction of 1d. per half-ounce on the postage on intercolonial letters was effected in the year 1874.

The following comparative return will show to what extent the revenue of the Postal Department has been affected by this reduction of the postage on intercolonial letters at various times.

Year.	No. of letters posted.	At per ½-oz.	Revenue.
1869	805,000	6d.	£ 8,387
1870	803,800	6d.	8,354
1871	334,000	3d.	4,592
1872	380,500	3d.	5,225
1873	419,500	3d.	5,768
1874	438,600	2d.	4,479

The expenditure of the department during the same period amounted to £163,319 8s., or £48,108 11s. 6d. in excess of that of the year 1873. The increased expenditure arose mainly through the cost of the San Francisco Mail Service, and the increased price of inland mail conveyance occasioned by the free transit of newspapers. The expenditure is made up as follows, viz. :—

Salaries	£40,867 13 7
Contingencies	5,806 0 9
Conveyance of mails	116,645 13 8
Total	£163,319 8 0

The amount voted for conveyance of mails was £116,880, and the expenditure under this vote may be particularized as follows, viz. :—

Mail conveyance <i>via</i> San Francisco	£42,908 9 7
Do. <i>via</i> Torres Straits and Suez	1,197 7 3
Do. <i>via</i> Melbourne and Suez	8,312 7 4
Do. by horse and stage	52,141 15 11
Do. rail	4,870 1 0
Do. steam and sailing vessels	6,328 14 2
Do. to and from railway stations, and portorage	886 18 5
	£116,645 13 8

The cost of the Ocean Mail Service *via* Suez, in 1873, was £19,135 11s., against £52,418 4s. 2d., the combined cost of the Ocean Mail Services provided in the year 1874, *via* San Francisco, *via* Torres Straits and Suez, and *via* Melbourne and Suez; but the Colony in 1874 had the benefit, for the increased amount paid in that year, of three mail services instead of one as heretofore.

Against

Against the cost of the Ocean Mail conveyance must be set the amount realized by postage on correspondence conveyed.

In the case of the San Francisco Service,—

The estimated postage on the outward correspondence is	... ..	£7,520 7 2
The postage from the United Kingdom, on inward correspondence	... ..	4,516 11 0
The postage on correspondence, inward and outward, received from—		
Victoria	... ..	£1,443 2 3
Queensland	... ..	531 18 8
South Australia, say	... ..	40 0 0
Western Australia, say	... ..	20 0 0
Tasmania	... ..	118 13 1
Total		£2,153 14 0
Half of which amount is credited to New South Wales, viz. :—	... ..	£1,076 17 0
		<u>£13,113 15 2</u>

So that in a financial point of view the loss on the San Francisco Service for the year 1874 may be stated at £29,795.

In the case of the Torres Straits and Suez Service the estimated postage on inward correspondence is	... ..	474 1 2
On outward do.	... ..	581 19 6
		<u>£1,056 0 8</u>

Thus showing a loss of 141 6 7

In the case of the Melbourne and Suez Service the estimated postage on inward correspondence is	... ..	3,311 16 6
On outward do.	... ..	3,924 19 5
		<u>£7,236 15 11</u>

Showing a loss of £1,485 11s. 5d., including the sum of £410, the cost of conveying the inward mails from Melbourne to Sydney.

In the year 1874 the average cost per mile of the Inland Mail conveyance was nearly 4d. against 3½d., the price per mile paid in the year 1873. The increase, as before explained, is caused by the augmented price of contract, through the free transmission of newspapers having resulted in a largely increased weight of mail matter.

Particulars as to the Mail Contracts for the Inland Mail conveyance of the year 1874 will be found in the Appendix.

Appendix C.

LETTERS, NEWSPAPERS, AND PACKETS POSTED THROUGHOUT THE COLONY.

The following is an estimated return of the number of Letters, Newspapers, and Packets, posted in the Colony during the year 1874, as compared with the number posted in the preceding year, viz. :—

	1873.	1874.
LETTERS.		
Posted for town delivery	1,054,700	1,801,500
„ country delivery	7,173,000	7,680,800
„ foreign despatch	691,600	775,000
Total number of Letters posted	8,919,300	10,347,300
NEWSPAPERS.		
Posted for country delivery	3,628,900	4,492,200
„ foreign despatch	637,200	741,900
Total number of Newspapers posted	4,265,200	5,234,100
PARCELS, &C.		
Posted for country delivery	157,000	197,300
„ foreign despatch	21,800	31,500
Total number of Parcels, &c., posted	178,800	228,800

The

The increase during 1874 in the number of letters posted is at the rate of about 16 per cent., on the number of newspapers about 18 per cent., and on the number of packets about 28 per cent. It should however be mentioned that these returns are only estimated, and that considerable difficulty is experienced, especially in the case of newspapers, in arriving at very accurate information. The fact is the Country Postmasters are found to display a tendency to over estimate, while the business at the Head Office does not permit a very careful count to be made.

The average number of letters posted in 1874 in proportion to the population of the Colony is estimated at seventeen to each person.

The following returns show the number of letters despatched and received by the mail packets on the respective routes *via* San Francisco, *via* Melbourne and Suez, and *via* Torres Straits and Suez.

Year.	Route.	Despatched.						Received.					
		* Intercolonial.			† Foreign.			* Intercolonial.			† Foreign.		
		Letters.	Packets.	News-papers.	Letters.	Packets.	News-papers.	Letters.	Packets.	News-papers.	Letters.	Packets.	News-papers.
1873.....	Via Galle	11,351	271	9,755	299,858	3,976	288,878	11,676	626	6,362	214,234	10,815	618,109
1874.....	"	10,736	687	11,857	79,203	1,748	33,977	8,423	674	5,624	153,755	9,132	122,798
1874†	Via San Francisco	1,839	264	1,757	183,953	4,370	288,125	1,493	38	911	146,199	9,268	208,223
1874.....	Via Torres Straits...	8,555	722	11,483	12,322	432	9,116	11,280	167	3,987	18,588	2,092	10,738

* The term "Intercolonial" applies to Australian and New Zealand correspondence.

† The term "Foreign" in this return applies to all correspondence other than that for the Australian Colonies and New Zealand.

‡ Only eleven (11) mails were received *via* San Francisco during 1874.

DEAD LETTER BRANCH.

Year.	Number of letters returned to writers as unclaimed.					Number of registered letters returned as unclaimed.	Number of letters unregistered, but containing articles of value returned as unclaimed.	Letters received from and returned to the following places, as being unclaimed.				Number of letters returned as unclaimed.
	Originally addressed to places within the Colony.	Originally addressed to the neighbouring Colonies.	Originally addressed to the United Kingdom.	Originally addressed to other places not mentioned in the preceding columns.	Total.			Neighbouring Colonies.	United Kingdom.	Other places not mentioned in preceding columns.	Total.	
1873.	60,180	4,400	1,790	87	66,766	631	376	5,267	3,095	362	8,724	18,076
1874.....	62,637	5,526	1,729	422	70,314	771	550	7,539	3,929	433	13,222	17,227
Increase	2,157	617	.....	335	3,548	140	174	2,272	834	71	4,498	.....
Decrease	.....	.....	61	.....	.....	.....	.....	.....	.....	.....	.....	848

In 549 unregistered letters which it was requisite to open in the Dead Letter Branch, during the year 1874, there was found an amount of money equal to £7,119 13s. 4d. I mention this circumstance to illustrate the want of caution which is exhibited by the public in reference to the transmission of money through the post.

REGISTRATION BRANCH.

Year.	Number of Registered Letters which passed through the General Post Office.	Number of Ounces of Gold which passed through the General Post Office.
1873	118,768	3,095
1874	123,490	4,869½
Increase	4,730	1,774½

NUMBER OF MAILS RECEIVED AND DESPATCHED.

The following return shows the number of Mails received at and despatched from the General Post Office during the years 1873 and 1874 :—

Year.	Received.		Despatched.		Total number of Mails which passed through the Office.
	Inland.	Foreign.	Inland.	Foreign.	
1873	54,686	5,037	56,314	4,098	120,135
1874	57,218	5,714	60,747	4,719	128,398
Increase	2,532	677	4,433	621	8,263

The number of communications which were addressed to the General Post Office, during 1874, intimating changes of address, or requesting letters, &c. to be forwarded, was 6,510.

The number of communications relating to the extension and improvement of the Service, to irregularities connected with the performance of mail contracts, and to the transit of letters, &c., through the post, which communications were addressed to the Secretary of the Post Office, and recorded in the year 1874, was 14,693.

Some idea may be formed from this statement of the amount of business transacted in the Secretary's Branch of the Postal Department, in instituting inquiries, obtaining reports, and replying to correspondence.

Eight hundred and ninety-nine inquiries were made in 1874 respecting missing unregistered letters. Of this number 468 were alleged to contain money or other valuable enclosures. Inquiries were of course instituted into these representations, which resulted in the Department being able to account for 116 of the letters out of those said to contain valuable enclosures. The remainder may not have been posted at all, or may have miscarried through causes beyond the control of the Department. It is gratifying to notice that the number of these cases reported in 1874 shows a decrease of 194 on the number of cases investigated in the year 1873.

As it has been the custom in previous Reports to specify some instances illustrative of neglect or incaution on the part of the public as a set off against complaints which not unfrequently are made reflecting upon the administration of the Department, the following cases which came under notice during the year 1874 are given in this Report, viz. :—

An important letter was reported in February, 1874, as having been posted in Sydney addressed to Yass. After a full inquiry it was ascertained that the gentleman who was relied upon to post the letter had placed it in his pocket and left the Colony for Queensland, not discovering his mistake until it was too late to rectify it.

An inquiry was held into the cause of non-delivery of a letter containing an acceptance for upwards of £190 which was posted by a mercantile firm at Wagga Wagga, and said to have been addressed to a well known firm at Melbourne. The letter was found to be misdirected to Sydney, and had gone in due course to the Dead Letter Branch.

A resident at Appin posted a letter enclosing a cheque for £6 to a lawyer in Sydney, who stated he had not received it. Subsequently, however, he wrote to the Department explaining that he had found the missing letter under a heap of papers in his office.

An investigation was held into the alleged miscarriage of a letter enclosing £2, said to have been posted at Camden, addressed to Young. In this case it was disclosed that the letter was not posted at the time stated. A letter containing £2 10s., addressed to West Maitland, was also on inquiry found to have been mislaid and not posted as had been positively alleged.

A person residing in one of the suburbs complained that a letter addressed to her, and posted in Sydney, had not reached its destination. This person had previously complained of a similar irregularity, and therefore laid much stress upon the fact of this second miscarriage. The letter was subsequently delivered, and on examination of the envelope it was found to have been posted nine days after the time when it should have been, by a young lady to whom it had been entrusted.

In July, 1874, a Deputation from the Borough Council of Parramatta waited upon the Postmaster General, to represent the miscarriage of an important packet, forwarded by that body to one of the Public Departments in Sydney. The Post Office, as usual, was considered to be at fault, and reflections upon the Department appeared in the newspapers connected with the matter. It was, however, ascertained that the packet was duly delivered at its address and there mislaid.

A gentleman reported that a packet containing deeds, which he had posted in Sydney, addressed to a solicitor residing in the Colony, had not reached its destination. In this case the packet of deeds was found to have been duly delivered to the solicitor's clerk, and by him placed in a safe, where it remained for some time undiscovered.

A Bank in Sydney complained of the non-delivery of a packet addressed to a Bank in Melbourne. An apology in this instance was received by the Post Office Department, the packet having been received at Melbourne in due course, and an explanation made that it was through some error on the part of the Bank there that its non-receipt had been reported.

A letter intended for a large business firm at West Maitland, containing a signed promissory note and cheques for nearly £4,000 was misdirected to Glen Innes, found its way to the Dead Letter Office, and was thence sent to its proper address, as indicated in the letter itself.

A letter containing mining scrip representing £400, said to have been posted at Ballarat, addressed to a gentleman in this Colony, was reported to be missing. This case, after considerable correspondence had been written in the course of the inquiry on the subject, resulted in the discovery that the letter was never posted as alleged.

It will be seen from the cases quoted, which have been selected as those involving intelligent persons as the writers or senders, that errors in transmission through the post do occur outside the influence of the Postal Department. I need only add as an illustration of gross want of care on the part of the public, that in one week the policeman in charge of the arcade of the General Post Office picked up three letters, which had doubtless been entrusted to different persons for the purpose of being posted.

II.—MONEY ORDER OFFICE.

The following return shows the increase in the number and amount of Money Order transactions during 1874, as compared with the year 1873 :—

Year.	Number of Offices.	Orders Issued.		Orders Paid.		Total Transactions.	
		Number.	Amount.	Number.	Amount.	Number.	Amount.
			£ s. d.		£ s. d.		£ s. d.
1873	212	92,744	420,204 4 0	82,886	381,871 9 1	175,630	802,165 13 1
1874	214	95,057	430,505 6 1	86,005	399,059 13 6	181,062	829,564 19 7
Increase	2	2,313	10,211 2 1	3,119	17,188 4 5	5,432	27,399 6 6

The new Agencies established during the year 1874 were at the following places, viz. :—

Condobolin	Petersham
Goodrich	Tweed Junction
West Kempsey.	

The Agencies at Chambers Creek, Lismore, and Ophir, were discontinued in 1874.

In the Appendix a detailed return will be found, showing the number and amount of Money Orders issued and paid at each office in the Colony during the year 1874. Appendix D.

The

The following returns are given for the purpose of showing the relative amount of business transacted between this Colony and the United Kingdom, and between this Colony and the various Australasian Colonies, viz. :—

RETURN showing the Number and Amount of Money Orders issued in New South Wales and made payable in the United Kingdom and the adjacent Colonies, during the year 1874, compared with the year 1873.

Where payable.	Issued in 1874.		Issued in 1873.		Increase, 1874.		Decrease, 1874.	
	No.	Amount.	No.	Amount.	No.	Amount.	No.	Amount.
		£ s. d.		£ s. d.				
In the United Kingdom	8,933	36,750 3 3	9,420	37,709 7 5	.....	.....	487	950 4 2
New South Wales ...	77,261	368,421 5 7	74,187	343,734 14 2	3,074	14,686 11 5	...	.....
New Zealand	532	2,236 9 9	549	2,634 16 7	.....	.....	17	398 6 10
Queensland	1,124	4,721 17 8	979	3,987 3 7	145	734 14 1	...	.....
South Australia	524	1,963 3 5	587	2,539 9 9	.....	.....	63	576 6 4
Tasmania	420	1,802 18 4	418	1,947 12 9	2	.....	...	144 14 5
Victoria	6,235	24,468 6 7	6,589	27,678 2 1	.....	.....	354	3,209 15 6
Western Australia...	28	132 1 6	15	62 17 8	13	69 3 10	...	.....
Totals	93,057	430,505 6 1	92,744	420,204 4 0	3,234	15,490 9 4	921	5,279 7 3

RETURN showing the Number and amount of Money Orders issued in the United Kingdom and the adjacent Colonies, and made payable in New South Wales, during the year 1874, compared with the year 1873.

Where issued.	Issued in 1874.		Issued in 1873.		Increase in 1874.		Decrease in 1874.	
	No.	Amount.	No.	Amount.	No.	Amount.	No.	Amount.
		£ s. d.		£ s. d.		£ s. d.		£ s. d.
In the United Kingdom	1,331	5,781 15 2	1,406	6,175 11 8	.....	.....	75	393 16 6
New South Wales...	76,613	358,173 15 1	74,096	343,833 15 6	2,517	14,339 19 7	...	.....
New Zealand	1,264	6,242 14 9	1,046	5,089 10 1	218	1,153 4 8	...	.....
Queensland	3,396	14,923 16 11	3,248	14,559 14 1	148	369 2 10	...	.....
South Australia ...	432	1,778 19 10	355	1,533 16 3	77	245 3 7	...	.....
Tasmania	351	1,635 11 3	282	1,225 14 1	69	409 17 2	...	.....
Victoria	2,580	10,346 4 9	2,412	9,253 7 11	168	1,092 16 10	...	.....
Western Australia...	38	171 15 9	41	199 19 6	.....	.....	3	28 3 9
Totals	86,005	399,059 13 6	82,886	381,871 9 1	3,197	17,610 4 8	78	422 0 3

III.—GOVERNMENT SAVINGS' BANKS.

The following return will show the progress of the business of Government Savings' Bank system for the year 1874, compared with the transactions of the year 1873, viz. :—

Year.	Number of Government Savings' Banks in the Colony.	Number of Accounts opened.	Number of Accounts closed.	Number of Accounts remaining open on 31st Dec.	Total Deposits, including Interest.		Total Withdrawals.		Balance at credit of Depositors on 31st Dec.
					Number.	Amount.	Number.	Amount.	
						£ s. d.		£ s. d.	£ s. d.
1873	77	3,335	1,155	5,369	15,000	189,851 2 10	3,655	64,724 13 0	208,069 17 8
1874	106	5,346	2,439	8,276	25,186	241,894 13 10	7,530	144,851 8 4	303,113 2 11
Increase	29	1,411	1,284	2,907	10,186	52,043 11 0	3,875	80,126 15 4	97, 43 5 0

During

During the year 1874 the system was extended to the following places, viz. :—

Botany	Hill End	Picton
Bourke	Home Rule	Rydal
Banxton	Inverell	Sofala
Bundarra	Lambton	Tenterfield
Cow Flat	Merimbula	Tweed Junction
Denman	Merriwa	Vegetable Crock
Dungog	Milton	Wallsend
Eden	Moruya	Warialda
Glen Innes	Nundle	West Kempsey.
Gosford	Parkes	

Particulars as to the business performed at each Government Savings' Bank in the Colony, during the year 1874, will be found in the Appendix.

IV.—ELECTRIC TELEGRAPH DEPARTMENT.

The following return shows the extent of and the business transacted on the Electric Telegraph Lines of this Colony, during the year 1874, as compared with the year 1873 :—

Year.	Extent of Electric Telegraph Line Wire in actual use on 31st December.	Number of Electric Telegraph Stations on 31st December.	Number of Messages transmitted during the Year.	Total Revenue of Electric Telegraph Department.	Total Expenditure of Electric Telegraph Department, exclusive of Interest on cost of construction of Lines.
	Miles.			£ s. d.	£ s. d.
1873.....	6,604½	104	363,950	45,076 13 9	37,451 15 8
1874.....	7,340·43 chs.	115	569,001	41,506 19 0	50,446 12 6
Increase ...	925·53 chs.	11	205,051	.....	12,994 16 10
Decrease ...	.....	.....	.....	4,169 14 9	.....

The Lines of Electric Telegraphs in this Colony completed during the past year were :—

	Miles	Chains.	Cost.
From Bendemeer to Bundarra	79	0	£3,040 2 8
„ Carcoar <i>via</i> Cowra to Young	73	4	1,525 9 6
„ Additional wire—Parramatta Junction to Yass	174	40	2,900 15 3
„ „ „ to Bathurst	125	0	1,995 18 6
„ „ „ to Bendemeer	312	0	5,563 3 0
„ Wolumla to Bega	10	40	134 1 9
„ Casino to Richmond River Heads	50	50	2,204 19 6
„ Additional wire—West Maitland to Murrurundi	104	40	1,111 3 9
„ Line to Palmer's Island	6	39	297 16 10
Total number of miles	935	53	
Total cost			£18,773 10 9

The total cost of the whole extent of Telegraphic communication in the Colony, on 31st December 1874, viz., 7,340 miles 43 chains, was £251,154 8s. 7d.

The following Telegraph Stations were opened during the year 1874, viz. :—

Anvil Creek	Dungog
Blacktown	Palmer's Island
Blue Mountain	Paterson
Bundarra	Tarana
Clarence Town	Wallabadah.
Cowra	

The following lines were in course of construction in 1874 :—

Maitland to the Manning River, <i>via</i> Port Macquarie	Inverell to Warialda
West Kempsey to Macleay River Heads	Coolah to Coonabarabran
Mudgee to Rylstone	Casino to the Tweed River
Pilliga to Coonamble	Cap e St. George to Ulladulla
	Forbes to Parkes.

The

The following is a return showing the number and value of Telegrams from each station in the Colony in the year 1874, also the length of wire, cost of construction, &c. :—

Stations.	Messages.	Amount.			Stations.	Messages.	Amount.		
		£	s.	d.			£	s.	d.
Sydney	153,096	15,744	17	4	Clarence Town	434	27	15	3
Suburban	8,222	545	8	2	Singleton	3,497	227	5	0
Albury	57,833	572	12	6	Muswellbrook	2,971	183	10	3
Glen Innes	5,284	407	6	3	Scone	1,121	71	4	8
Inverell	4,121	350	15	6	Denman	835	61	14	3
Grafton	8,883	695	0	1	Murrurundi	5,306	339	10	5
Rocky Mouth	1,130	77	4	4	Tanworth	5,781	454	0	11
Ulmurra	1,816	115	2	10	Gunnedah	2,731	211	4	5
Casino	2,831	243	5	11	Boggabri	1,085	85	5	8
Lawrence	1,227	81	7	9	Narrabri	2,757	202	4	4
Palmer's Island	150	9	1	5	Wee Wee	758	54	17	7
Tenterfield	46,065	329	6	2	Pilliga	803	60	7	6
Orange	4,988	357	2	10	Walgett	1,785	150	7	8
Forbes	5,882	436	16	10	Brewarrina	2,540	230	16	0
Grenfell	3,426	234	2	8	Bourke	5,089	642	7	9
Young	6,383	546	10	9	Bendemeer	905	59	4	10
Wagga Wagga	9,988	1,030	7	8	Bundarra	526	42	8	0
Urana	1,192	117	9	8	Uralla	982	64	7	9
Jereelderie	1,191	109	6	1	Armidale	5,534	425	6	11
Deniliquin	11,450	561	1	10	West Kempsey	2,836	216	13	11
Hay	5,565	617	15	2	Port Macquarie	1,765	117	13	3
Moama	843	71	6	6	Redfern	2,164	129	2	7
Moulamein	794	78	1	1	Liverpool	934	57	3	9
Balramald	1,740	175	18	2	Pieton	391	22	13	0
Euston	576	57	14	8	Nattai	896	52	7	1
Wentworth	12,112	208	2	6	Berrina	581	37	19	1
South Head	453	22	1	1	Moss Vale	828	52	10	6
Penrith	1,474	89	4	1	Marulan	234	15	0	6
Mount Victoria	389	24	3	10	Parramatta	3,331	207	9	5
Wallerawang	1,820	83	13	7	Campbelltown	1,325	81	3	3
Bathurst	10,098	704	7	5	Wollongong	3,131	170	17	8
Carcoar	2,004	160	12	11	Kiama	2,767	181	0	3
Cowra	1,235	80	7	7	Terrara	1,242	89	16	1
Sofala	787	49	5	9	Braidwood	2,425	177	15	5
Hill End	3,348	231	16	7	Araluen	752	47	0	1
Mudgee	7,275	548	13	3	Moruya	1,376	86	17	9
Gulgong	5,175	401	1	0	Queanbeyan	2,582	205	19	8
Wellington	2,335	171	17	2	Eden	1,565	103	11	7
Dubbo	4,506	340	14	6	Merimbula	1,635	92	17	5
Coolah	1,181	83	14	7	Bega	3,335	255	10	11
Tambaroora	114	8	9	0	Cooma	4,098	375	17	11
Cassilis	837	64	12	10	Nimbleville	881	61	6	0
Merriwa	1,154	82	18	8	Bombala	4,343	366	19	1
Blacktown	207	11	8	8	Goulburn	9,279	634	6	2
Bowenfels	457	25	5	9	Yass	5,324	385	15	11
Raglan	1,426	84	12	9	Burrowa	1,981	155	8	2
Tarana	89	5	2	3	Gundagai	2,213	170	15	0
Blue Mountain	41	1	14	0	Adelong	2,724	188	12	1
Richmond	2,027	129	15	2	Tumut	2,870	217	19	11
Windsor	2,238	143	18	2	Kyamba	232	13	8	2
Wiseman's Ferry	260	14	18	5	Germantown	778	63	1	10
Wollombi	215	16	9	4	Corowa	1,172	104	1	6
West Maitland	11,251	768	6	4	Kiandra	470	36	1	3
East Maitland	2,942	201	2	3	Anvil Creek	264	19	7	10
Morpeth	1,941	125	10	7	Wallabadah	308	21	9	10
Raymond Terrace	965	60	16	10	Balance on Intercolonial and guaranteed business .....	.....	2,126	19	10
Nelson's Bay	564	26	14	8					
Newcastle	24,003	1,874	12	6					
Dungog	556	36	10	4					
Paterson	374	25	9	8					
						569,001	41,506	19	0

During the year 1874 the number of messages transmitted from New South Wales over the British and Australian Company's lines *via* Port Darwin was 1,347, at a cost of £13,756 4s. 4d., including the Colonial rates. In 1873 the number of messages was slightly in excess of the number sent in 1874, but the value of the messages of the latter year was £2,608 7s. 8d. more than that of the year 1873.

I have the honor to be,

Sir,

Your Excellency's obedient Servant,

J. F. BURNS,

Postmaster General.

General Post Office,
Sydney, 10 July, 1875.

APPENDIX.

A.

LIST of Post Offices on 31st December, 1874.

Name of Post Office.	Salary.	Name of Post Office.	Salary.	Name of Post Office.	Salary.
	£ s. d.		£ s. d.		£ s. d.
Aberdeen	20 0 0	Branxton	35 0 0	Coonabarabran	21 0 0
Adaminiy	12 0 0	Breeza	20 0 0	Coonamble	32 0 0
Adelong*	25 0 0	Brenda	20 0 0	Cooranbong	15 0 0
Adelong Crossing-place	32 0 0	Brewarrina	35 0 0	Cooyal	10 0 0
Albion Park	20 0 0	Bridgeman	10 0 0	Copmanhurst	12 0 0
Albury	150 0 0	Bringelly	18 0 0	Cornki, Richmond River	12 0 0
Assistant	75 0 0	Brogo	10 0 0	Coramundra	16 0 0
Alstonville	10 0 0	Brookfield	12 0 0	Corang	10 0 0
Anandale	18 0 0	Broughton's Creek	29 0 0	Corowa*	Nil.
Anvil Creek*	Nil.	Brownlow Hill	12 0 0	Corrowong	10 0 0
Appin	30 0 0	Brown Mountain	10 0 0	Cow Flat	10 0 0
Apple-tree Flat	12 0 0	Brown's Creek	10 0 0	Cowra	55 0 0
Araluen*	Nil.	Brungle	10 0 0	Cox's River	10 0 0
Armidale	150 0 0	Brushgrove	15 0 0	Craigie	10 0 0
Assistant	25 0 0	Buchanan	10 0 0	Croki, Manning River	12 0 0
Ashfield†	18 0 0	Buckley's Crossing-place	12 0 0	Crookwell	15 0 0
Assistant	52 0 0	Budgee Budgee	12 0 0	Cross Roads	10 0 0
Ashford	15 0 0	Bulli	15 0 0	Cudal	10 0 0
Attunga	10 0 0	Bundarra	25 0 0	Cudgong	15 0 0
Avisford	12 0 0	Bungendore	20 0 0	Cullenbone	10 0 0
		Bungonia	20 0 0	Cullen Bullen	27 0 0
Ballalaba	10 0 0	Bungwannah	12 0 0	Cundletown	20 0 0
Ballina	16 0 0	Burraborang	12 0 0	Cunningham	10 0 0
Balmain (Branch Office)	150 0 0	Burrawang	15 0 0	Currabubula	10 0 0
Balranald*	Nil.	Burrendong	12 0 0	Currawang	12 0 0
Bandon Grove	12 0 0	Burrier	10 0 0	Curraweela	10 0 0
Bankstown	12 0 0	Burrows	30 0 0		
Baradine	12 0 0	Burwood†	16 0 0	Dalmorton	16 0 0
Barraba	22 0 0	Assistant	52 0 0	Dalton	14 0 0
Barragon	12 0 0	Byng	10 0 0	Dandaloo	12 0 0
Barranjoey	10 0 0			Dapto	36 0 0
Barrington	10 0 0	Cadia	12 0 0	Deepwater	12 0 0
Bateman's Bay	30 0 0	Caloola	12 0 0	Delegate	18 0 0
Bathurst	300 0 0	Camberwell	18 0 0	Denham Court	12 0 0
Assistant	100 0 0	Cambewarra	18 0 0	Deniliquin*	Nil.
Extra	40 0 0	Camden	100 0 0	Assistant	150 0 0
Baulkham Hills	16 0 0	Campbelltown*	20 0 0	Extra	52 0 0
Bega*	60 0 0	Camperdown	12 0 0	Denison Town	15 0 0
Assistant	26 0 0	Canadian Lead	18 0 0	Denman*	30 0 0
Belford	10 0 0	Canberra	12 0 0	Dight's Forest	10 0 0
Bell's Creek	14 0 0	Candelo	12 0 0	Dingo Creek	12 0 0
Bendemeer*	52 0 0	Cannonbar	20 0 0	Dirty Swamp	15 0 0
Bergalia	13 0 0	Canowindra	10 0 0	Douglas Park	15 0 0
Berrina	50 0 0	Canterbury	12 0 0	Dubbo	50 0 0
Bibbenluko	12 0 0	Cape Hawke	12 0 0	Dundee	15 0 0
Bigga	10 0 0	Carcoar*	Nil.	Dungaree	10 0 0
Big Hill	12 0 0	Carigo	12 0 0	Dungog	35 0 0
Billabong	16 0 0	Carinda	10 0 0	Dungowan	12 0 0
Biloela	12 0 0	Carlisle Gully	10 0 0	Dunkeld	10 0 0
Binalong	16 0 0	Carrick	12 0 0	Dural	10 0 0
Binda	16 0 0	Carroll	15 0 0		
Bingera	18 0 0	Casino*	Nil.	Eastern Creek	12 0 0
Bishop's Bridgo	10 0 0	Cassilis*	Nil.	East Kangaloon	12 0 0
Black Rock	12 0 0	Castle Hill	12 0 0	East Kempsey	15 0 0
Black Springs	12 0 0	Castlereagh	10 0 0	East Maitland	130 0 0
Blacktown†	35 0 0	Cutheart	12 0 0	Assistant	20 0 0
Blandford†	20 0 0	Catherine Hill Bay	10 0 0	Kauabalong	16 0 0
Blayney	21 0 0	Central M'Donald	12 0 0	Ebenezer	10 0 0
Blue-gum Flat	10 0 0	Cessnock	12 0 0	Eccleston	10 0 0
Boat Harbour	10 0 0	Chamber's Creek	15 0 0	Eden*	Nil.
Bobandarra	12 0 0	Charcoal Creek	20 0 0	Jillalong	12 0 0
Bodalla	12 0 0	Charleyong	10 0 0	Ellenborough	10 0 0
Boggabri	16 0 0	Chatsworth Island	10 0 0	Elsmore	10 0 0
Bomadary	12 0 0	Clarence Town	25 0 0	Emu	20 0 0
Bombala	32 0 0	Clarence River Heads	24 0 0	Emu Ferry	15 0 0
Bonshaw	12 0 0	Clarendon	10 0 0	Enfield	12 0 0
Bookham	15 0 0	Cobar	10 0 0	Enngonia	10 0 0
Bookookoorara	10 0 0	Cobargo	12 0 0	Ennis	12 0 0
Booligal	24 0 0	Cobbity	12 0 0	Eugowra	10 0 0
Booral	10 0 0	Cobbora	15 0 0	Eurobadalla	15 0 0
Boro	18 0 0	Codrington	12 0 0	Euroka	10 0 0
Botany	12 0 0	Collector	15 0 0	Ernst*	Nil.
Bourke	50 0 0	Collie	12 0 0	Evans' Plains	10 0 0
Bourke-street	12 0 0	Colo	10 0 0		
Bowenfels	18 0 0	Conargo	16 0 0	Fairfield	10 0 0
Bowling Alley Point	15 0 0	Concord	17 0 0	Falconer	12 0 0
Bowna	22 0 0	Condobolin	24 0 0	Fernmount	14 0 0
Bowring	10 0 0	Coogee	8 0 0	Field of Mars	15 0 0
Bowral†	24 0 0	Cookardinia	10 0 0	Fig Tree	12 0 0
Bowraville	10 0 0	Coolac	18 0 0	Fish River Creek	12 0 0
Box Ridge	10 0 0	Coolah*	Nil.	Five Dock	17 0 0
Braidwood*	Nil.	Cooma*	52 0 0	Forbes*	25 0 0

A.—continued.

Name of Post Office.	Salary.	Name of Post Office.	Salary.	Name of Post Office.	Salary.
	£ s. d.		£ s. d.		£ s. d.
Fordwich	17 0 0	Jereelderie*	Nil.	Millie	10 0 0
Forest Reefs	12 0 0	Jerrong	10 0 0	Milton	22 0 0
Forster	10 0 0	Jerry's Plains	20 0 0	Minni	10 0 0
Fredericton	18 0 0	Jindabine	10 0 0	Mitchell's Creek	15 0 0
Fullerton	10 0 0	Jordan's Crossing	10 0 0	*Moama	Nil.
Gannon's Forest	10 0 0	Jugiong	18 0 0	Mogil Mogil	12 0 0
Garryowen	15 0 0	The Junction (<i>Newc.</i>)	15 0 0	Mogo	10 0 0
Gegedzerick	10 0 0	Junction Point	10 0 0	Molong	35 0 0
Gerringong	20 0 0	June	15 0 0	Molonglo	15 0 0
Ghinni Ghinni	15 0 0	Kameruka	15 0 0	Monga	12 0 0
Gilgandra	15 0 0	Kangaloon	12 0 0	Monkerai	10 0 0
Gilmore	10 0 0	Kangaroo Creek	10 0 0	Montefiores	22 0 0
Ginninderra	15 0 0	Kangaroo Valley	12 0 0	Monwonga	10 0 0
Gladesville	15 0 0	Kayuga	10 0 0	Moonan Brook	15 0 0
Gladstone	15 0 0	Kelso	30 0 0	Moombi	18 0 0
Glannire	15 0 0	Kempsey	30 0 0	†Mooroowoolen	25 0 0
Glebe	15 0 0	Kerrabce	10 0 0	Moorwatha	10 0 0
Glen Alice	12 0 0	Kiama*	Nil.	Morangarell	12 0 0
Glendon Brook	10 0 0	Kiandra*	Nil.	Morce	20 0 0
Glen Innes*	30 0 0	Kimberley	10 0 0	*Morpeth	45 0 0
Glen Morrison	10 0 0	Kincumber	12 0 0	*Moruya	50 0 0
Gloucester	12 0 0	Kiora	10 0 0	Mossgiel	15 0 0
Golspie	10 0 0	Kogarah	10 0 0	Moss Vale	30 0 0
Gongolgon	12 0 0	Kunopia	12 0 0	*Moulamein	Nil.
Goodooga	10 0 0	Kurrajong	20 0 0	Mount Gipps	10 0 0
Goodrich	14 0 0	Kynnumboon	15 0 0	Mount Harris	10 0 0
Goolagong	10 0 0	Laggan	15 0 0	Mount Macquarie	10 0 0
Goonoo Goonoo	25 0 0	Lagoons	10 0 0	Mount Vincent	15 0 0
Goorangoola	10 0 0	Laguna	12 0 0	Mudgee	150 0 0
Gosford	25 0 0	Lako Cudgellico	10 0 0	Assistant	25 0 0
Goulburn	300 0 0	Lambton	30 0 0	Mulgon	15 0 0
Assistant	100 0 0	Lane Cove	10 0 0	Mullenderee	12 0 0
Extra	52 0 0	Langworthy's	12 0 0	Mulloon	10 0 0
Grafton*	Nil.	Lanyon	12 0 0	Mulwala	15 0 0
Assistant	52 0 0	Largs	20 0 0	Mummell	10 0 0
Graham	10 0 0	Lawrence	20 0 0	Mundooran	22 0 0
Grass Tree	10 0 0	Lewinsbrook	10 0 0	Mungindie	15 0 0
Greenfield Farm	10 0 0	Lidsdale	20 0 0	Murga	15 0 0
Gronfell*	Nil.	Limekilus	10 0 0	Murraguldris	10 0 0
Gresford	20 0 0	Limeburner's Creek	14 0 0	Murrumbah	10 0 0
Guildford	10 0 0	Lionsville	10 0 0	Murrumbateman	10 0 0
Gulgong	100 0 0	Lismore	18 0 0	Murrumburrah	30 0 0
Gullea	10 0 0	Lithgow†	34 0 0	Murrurundi	120 0 0
Gundagai*	Nil.	Little Billabong	10 0 0	Muswellbrook	100 0 0
Gundaroo	18 0 0	Little Hartley	20 0 0	Mutt Billy	12 0 0
Gundaroo Township	10 0 0	Liverpool	30 0 0	Myall River	12 0 0
Gundy	10 0 0	Lochinvar	25 0 0	Myrtleville	12 0 0
Gunnedah*	Nil.	Long Reach	12 0 0	Nambucca	12 0 0
Gunning	36 0 0	Long Swamp	12 0 0	Narellan	20 0 0
Guntawang	18 0 0	Lostock	10 0 0	*Narrabri	Nil.
Guyong	20 0 0	Louth	10 0 0	Narrandera	26 0 0
Hamilton	12 0 0	Lower Portland	10 0 0	†Nattai	28 0 0
Hanging Rock	10 0 0	Lower Turon	15 0 0	Nelligon	18 0 0
Harden	15 0 0	Lucknow	18 0 0	Nerriga	10 0 0
Hargraves	16 0 0	Luddenham	10 0 0	Nerrigundah	16 0 0
Hartley	30 0 0	Lunatic Reefs	15 0 0	Newcastle	280 0 0
Hartley Vale*	10 0 0	Lyndhurst	15 0 0	Assistant	150 0 0
Haslem's Creek†	10 0 0	Macdonald Town	10 0 0	Extra	50 0 0
Assistant	15 0 0	†Macquarie Plains	12 0 0	New Lambton	10 0 0
Hay*	50 0 0	Major's Creek	22 0 0	Newtown (Branch Office)	150 0 0
Haydonton	36 0 0	Manar	12 0 0	*Nimitybelle	24 0 0
Heifer Station	10 0 0	Mangrove Creek	10 0 0	North Richmond	18 0 0
Hexham	30 0 0	Manilla	12 0 0	North Willoughby	10 0 0
Hillas Creek	10 0 0	Manly	15 0 0	Nowondoc	10 0 0
Hill End	150 0 0	Manna Field	12 0 0	Nowra	40 0 0
Hillston	12 0 0	Marengo	18 0 0	Numba	24 0 0
Hinton	25 0 0	Marrickville	41 0 0	Numeralla	10 0 0
Home Rule	40 0 0	Marsden's	10 0 0	Nundle	20 0 0
Hoodsville	10 0 0	Maryland	16 0 0	Oaks	15 0 0
Hornsby	10 0 0	Mathoura	15 0 0	Oban	10 0 0
Hoskins' Town	10 0 0	Maude	12 0 0	Oberon	12 0 0
Howe's Valley	10 0 0	M'Guigan's	10 0 0	Obley	18 0 0
Howlong	16 0 0	Meadow Flat	25 0 0	O'Connell	15 0 0
Hunter's Hill	15 0 0	†Menangle	22 0 0	*One Tree Hill	25 0 0
Huntingdon	10 0 0	Menindie	20 0 0	Opbir	10 0 0
Icely	12 0 0	Meranburn	10 0 0	*Orange	Nil.
Iford	40 0 0	*Merimbula	20 0 0	Assistant	52 0 0
Inverell*	Nil.	Moroc	10 0 0	Ournic	10 0 0
Assistant	70 0 0	Merrendee	12 0 0	Oxford-street (Branch Office)	150 0 0
Ironbarks	25 0 0	*Merriwa	Nil.	Paddington (Branch Office)	150 0 0
Ivanhoe	10 0 0	Michelago	15 0 0	Paddy's Gully	10 0 0
Jacqua	12 0 0	Middle Arm	10 0 0	Palmer's Island	12 0 0
Jamberoo	20 0 0	Millamurra	10 0 0	Palmer's Oaky	10 0 0
Jembaicumbene	12 0 0	Miller's Forest	18 0 0		
		Millfield	15 0 0		

A—continued.

Name of Post Office.	Salary.	Name of Post Office.	Salary.	Name of Post Office.	Salary.
	£ s. d.		£ s. d.		£ s. d.
Pambula	24 0 0	South Grafton	25 0 0	Victoria	12 0 0
Parkes	50 0 0	South Gundagai	20 0 0	Wagga Wagga*	Nil.
Parramatta	120 0 0	Spring Grove	10 0 0	Wagonga	10 0 0
Assistant	50 0 0	Springside	12 0 0	Walbundrie	12 0 0
Parramatta-street (Branch Office)	150 0 0	Stanborough	18 0 0	Walcha	20 0 0
Paterson	35 0 0	Stockton	12 0 0	Wallabadah	24 0 0
Peat's Ferry	10 0 0	Stroud	25 0 0	Wallerawang	75 0 0
Peel	25 0 0	Summer Island	12 0 0	Walgett*	Nil.
Peelwood	10 0 0	Sutton Forest	24 0 0	Wallsend	28 0 0
Pennant Hills	12 0 0	Swallow's Nest	12 0 0	Wamberal	10 0 0
Penrith	200 0 0	Tableland	10 0 0	Wammerawa	10 0 0
†Petersham	12 0 0	Tabulam	20 0 0	Wandandian	12 0 0
Assistant	52 0 0	Taemas	10 0 0	Wandsworth	12 0 0
Picton	55 0 0	Talavera	10 0 0	Wanganella	18 0 0
Pulliga	15 0 0	Tamboora	60 0 0	Waratab†	30 0 0
Pine Ridge	12 0 0	Tambar Springs	12 0 0	Wardell	12 0 0
Pitt Town	20 0 0	Tamworth*	Nil.	Warialda	35 0 0
*Port Macquarie	Nil.	Tangnangaroo	15 0 0	Warkworth	16 0 0
Prospect	16 0 0	Tankerooka	12 0 0	Warlock	12 0 0
Pyree	12 0 0	Tarago	20 0 0	Warren	18 0 0
Pyrmont	12 0 0	Taralga	21 0 0	Waterloo	75 0 0
		Tarana†	24 0 0	Watson's Bay	12 0 0
		Tarcutta	45 0 0	Wattle Flat	25 0 0
Quambone	18 0 0	Taree	20 0 0	Waverley	67 0 0
Quartz Ridge	10 0 0	Tarlo	18 0 0	Wee Wee	20 0 0
*Queanbeyan	Nil.	Telegraph Point	10 0 0	Wellinggrove	18 0 0
Assistant	60 0 0	Temora	10 0 0	Wellington*	45 0 0
Quipolly	10 0 0	Tempe	15 0 0	Wentworth*	Nil.
Quirindi	12 0 0	Tenandra	10 0 0	Westbrook	12 0 0
		Ten-mile Creek*	Nil.	West Kempsey*	Nil.
Raglan	40 0 0	Tenterfield*	Nil.	West Maitland	175 0 0
Rainbow Reach	10 0 0	Assistant	100 0 0	Whcece	24 0 0
Randwick	15 0 0	Tent Hill	10 0 0	Whinstone Valley	10 0 0
Raymond Terrace	60 0 0	Terrara	24 0 0	Wickham	10 0 0
Redbank	10 0 0	Thurgoona	10 0 0	Wilberforce	18 0 0
Redfern	20 0 0	Tighe's Hill	10 0 0	Wilcannia	40 0 0
Reedy Flat	10 0 0	Tilba Tilba	10 0 0	Wild's Meadow	10 0 0
Reidsdale	12 0 0	Timbarra	12 0 0	William-street (Branch Office)	150 0 0
Reld's Flat	16 0 0	Tingha	10 0 0	William Town	10 0 0
Richmond	115 0 0	Tinonee	40 0 0	Wilton	10 0 0
Robertson	12 0 0	Tocumwal	18 0 0	Windellama	10 0 0
Roekley	21 0 0	Tomago	15 0 0	Windeyer	15 0 0
Rocky Mouth	18 0 0	Tomerong	12 0 0	Windsor	100 0 0
Rocky River	15 0 0	Toogong	12 0 0	Wingen	10 0 0
Rolland's Plains	12 0 0	Tooleybuc	10 0 0	Wingham	18 0 0
Rouchell Brook	10 0 0	Toooma	10 0 0	Wiseman's Ferry*	12 0 0
Rouse Hill	18 0 0	Toora	10 0 0	Wollar	10 0 0
Ruby Creek	10 0 0	Toorale	12 0 0	Wollombi*	24 0 0
Rydal†	50 0 0	Towamba	10 0 0	Wollongong*	25 0 0
Ryde	25 0 0	Trankey Creek	30 0 0	Wollongough	10 0 0
Rye Park	10 0 0	Tuena	18 0 0	Wolumla	12 0 0
Rylstone	30 0 0	Tullimbar	10 0 0	Wombat	15 0 0
		Tumberumba	24 0 0	Woodburn	18 0 0
Sackville Reach	12 0 0	Tumut	65 0 0	Woodhouselee	10 0 0
St. Alban's	10 0 0	Tweed Junction	10 0 0	Woodside	10 0 0
St. Clair	10 0 0	Two-mile Flat	12 0 0	Woodville	15 0 0
St. Leonards	20 0 0	Uarby	10 0 0	Woollahra	10 0 0
St. Mark's	20 0 0	Ulladulla	20 0 0	Woonona	20 0 0
St. Mary's	30 0 0	Ulmara*	16 0 0	Woore	10 0 0
St. Peter's	18 0 0	Underbank	10 0 0	Wybong	10 0 0
Scone	75 0 0	Unungar	10 0 0	Wyrallah	12 0 0
Scott's Flat	10 0 0	Upper Araluen	15 0 0	Yarraman	12 0 0
Seaham	12 0 0	Upper Bankstown	12 0 0	Yarrara Reefs	10 0 0
Sebastopol	12 0 0	Upper M'jail River	10 0 0	Yaes	200 0 0
Seven Hills†	12 0 0	Upper Pyramul	15 0 0	Assistant	52 0 0
Sheet of Bark	10 0 0	Upper Turon	10 0 0	Yatheyatah	10 0 0
Shellharbour	15 0 0	Uralia*	Nil.	Yetholme	18 0 0
Shepard's Town	10 0 0	Urana*	Nil.	Yetman	16 0 0
Shepherd's Creek	12 0 0	Vacy	12 0 0	Young*	Nil.
Singleton*	50 0 0	Vegetable Creek	17 0 0	Assistant	104 0 0
Smithfield	15 0 0	Vere	10 0 0	Yullundry	10 0 0
Sofala*	35 0 0				
Solferino	18 0 0				
Somerton	15 0 0				

* The postal and telegraph duties at these places are amalgamated.

† The postal duties at these places are conducted at the railway stations.

LIST of Stamp-sellers on the 31st December, 1874.

Name.	Residence.	Date of Appointment.	Name.	Residence.	Date of Appointment.
Abbott, Elizabeth...	109, South Head Road	21 June, 1873	Flanagan, E. F. ...	594, George-street	28 June, 1864
Abrou, A. F.	690, George-st. South	6 Aug., 1867	Foot, H. B.	Yass	21 Mar., 1868
Adnum, Elizabeth...	266, George-street	27 July, 1869	Ford, Eliza	Ocean-street, Woollahra	8 Feb., 1871
Allman, J.	Bathurst	16 Jan., 1868	Fortier, Wm.	83, Sussex-street	14 Nov., 1866
Anderson, M. E. J.	Hunter-street, Newcastle	14 May, 1872	Foster, Joseph	Hull's Creek, Denman	23 June, 1869
Andrews, John	313, Pitt-street	25 Aug., 1869	Fowler, H. P.	309, Castlereagh-street	17 Feb., 1869
Asser, N. F.	Scone	3 Mar., 1863	Fry, W. E.	Balmain	24 Dec., 1873
Atkinson, F.	Bathurst	11 Nov., 1868	George, R. R.	Bathurst	21 May, 1866
Austin, E. W.	Bathurst	6 Sept., 1867	Gerber, C.	Young	1 Oct., 1862
Bate, Mary	Woollahra	11 May, 1870	Gerrard, Mrs.	Newtown	20 Jan., 1873
Ball, E.	Goulburn	30 Dec., 1862	Gibbs, Shallard, & Co.	108, Pitt-street	17 Aug., 1868
Barker, F. J.	85, Sussex-street	23 June, 1870	Gill, G.	115, George-street	19 Dec., 1865
Bartram, W. T.	Buckland-street, Waterloo	21 April, 1874	Grady & Co.	Corner Elizabeth & Devonshire Sts., Sydney	27 July, 1874
Beare, J. C.	216, William-street	25 June, 1868	Graham, F.	Haymarket	14 July, 1856
Berke, E. H.	110, King-street	25 Sept., 1871	Gray, John	15, Market-street	13 June, 1871
Bennett, Eliza	Tamworth	8 Oct., 1873	Groisen, Martin	274, George-street	16 Feb., 1871
Bennett, G. M.	King-street	17 Sept., 1869	Griffiths, John	23, Erskine-street	25 Mar., 1869
Bennett, S.	Empire Office, 190, Pitt-street	29 Sept., 1869	Hover, Ed.	Balmain (Darling-st.)	4 April, 1865
Bennett, William ..	King-street	1 June, 1872	Goldstein, Albert	217, Lower George-street	30 Jan., 1873
Bent, Chas.	641, George-street	18 Aug., 1869	Goodsir, E.	Mullens-street, Balmain	6 Nov., 1871
Berne, F.	Bega	14 June, 1870	Gordon & Gotch	281, George-street	8 April, 1865
Board, A.	Paddington	24 Mar., 1868	Guinery, A.	Argyle-street, Miller's Point	17 Aug., 1870
Black, J. M.	Ayrdale, Merimbula	4 Dec., 1874	Gulliver, John	Newcastle	30 June, 1869
Bohrman, C.	39, South Head Road	10 May, 1869	Hains, Hyam	405, George-street	18 May, 1871
Bowyer, George	Elizabeth-street South	26 May, 1865	Harrison, W. S.	146, William-street	3 May, 1873
Boys, L. F.	128, King-street	30 May, 1868	Henderson, Wm.	79, King-street	22 Oct., 1874
Bozon, F.	William-street	29 Jan., 1866	Hagett, Mrs.	17, Argyle-place, Miller's Point	23 Aug., 1872
Brightfield, J. W.	4, Argyle Terrace, Argyle-street, Sydney	7 Aug., 1874	Hamilton, J.	Chippendale	16 Mar., 1860
Broadhead, Maria ..	West Maitland	27 July, 1863	Hill, J.	799, George-street	16 June, 1858
Buist, H.	101, King-street	13 June, 1870	Holroyd, Michael ..	306, George-street	13 May, 1864
Burrows, Jno.	Newcastle	18 Oct., 1865	Hill, Geo.	76, South Head Road	30 Aug., 1866
Butcher, E.	169, South Head Road	7 Oct., 1868	Hoqan, J.	147, King-street	23 July, 1868
Butter, Thos.	199, York-street	22 Dec., 1870	Harper, W.	Upper William-street South	24 June, 1869
Byrnes & Co.	Tenandra via Warren	11 Dec., 1873	Harris, B.	8, Miller's Road, Miller's Point	11 May, 1870
Callaghan, M. J.	Mort-street, Balmain	16 June, 1874	Holder, Thos.	Australian Club	28 Nov., 1870
Caselmane, Mrs. R.	Noumea, New Caledonia	30 Dec., 1872	Hobbs, W. J.	Newcastle	6 Oct., 1870
Casperson, Mrs. L. ..	Tumut	29 May, 1871	Hunter, W. C.	Wagga Wagga	19 July, 1869
Cassidy, Wm.	Union Club	22 Sept., 1865	Iron, David	339, Castlereagh-street	25 Sept., 1871
Chatterton, E.	Sackville Reach	8 Sept., 1863	Jones, A.	803, George-street	2 Dec., 1868
Churchen, J.	Hunter-street, Newcastle	22 Aug., 1874	James, D.	41, South Head Road	27 Apl., 1870
Clappison, C. T.	143, King-street	8 Aug., 1870	Jones, W. H.	57, Parramatta-street	18 June, 1870
Clark, W.	414, George-street	11 May, 1870	Jones, J. R.	Bathurst	1 Oct., 1862
Clarke, E.	195, South Head Road	24 Dec., 1868	Jones, A. S.	Breadalbane, near Muttibilly	13 June, 1864
Clement, Wm.	5, Stephen-street, Woolloomooloo Bay	12 Sept., 1872	Kirschbaum, A.	124, King-street	20 Apl., 1850
Clifford, James	Botany Road, Redfern	20 Sept., 1865	Kennedy, John	19, Kent-street	17 Jan., 1873
Coates and Post	William-street	27 April, 1872	Knowle, E. W.	209, Sussex-street	2 Nov., 1874
Cochrane, Josh.	Wingham	9 Nov., 1865	Kerr, A. A.	Goulburn	13 June, 1872
Cole, F. & E.	380, George-street	22 Oct., 1867	Knaggs & Co.	Newcastle	29 June, 1865
Collings, Thos.	182, Princes-street	4 Mar., 1871	Kidd, John	Campbelltown	5 April, 1867
Collis, John	198, Parramatta-street	14 Nov., 1867	Lorimer, Bros.	414, George-street	8 Mar., 1872
Comans, M.	Comanung, near Comanundra	29 Jan., 1870	Lowther Edward	Sussex-street	13 May, 1865
Conlan, M.	Yass	22 Feb., 1868	Lea, Charles	92, South Head Road	28 Aug., 1868
Cooper, J. J.	Railway Station	31 Jan., 1867	Leigh & Co., S.T.	21, Hunter-street	25 Nov., 1870
Cottrell, J.	Yass	18 Feb., 1863	Laird, Robert	Tenterfield	4 May, 1869
Coul, W.	Picton	27 Aug., 1864	Lamont, D.	George-street, Bathurst	25 Mar., 1874
Cox, Annie M.	167, Castlereagh-street	16 April, 1867	Laurence, F.	Mudgee	5 May, 1869
Crane, Kate	6, South Head Road	3 Jan., 1873	Levien, A.	West Maitland	1 Nov., 1862
Davies, J.	York-street	13 Nov., 1863	Lowe, Ralph	Reid's Flat	17 Nov., 1873
Davies, P. A.	25, Parramatta-street	4 July, 1870	Lunt, Thomas	Luntvale, Tarcutta	19 Jan., 1871
Davis, E.	Parramatta	22 Mar., 1871	Mountford, Martha	236, George-street	11 Aug., 1871
Davis, R.	64, Bathurst-street	21 July, 1868	Maddock, W.	George-street	6 Aug., 1863
Dawson, C. H.	Hay	31 Dec., 1866	M'Neil, J.	40, Sussex-street	20 Mar., 1860
Deacon, Thos.	Mison's Point, St. Leonards	1 July, 1869	Moore, J.	George-street	23 July, 1856
Dixon, Thos.	Parramatta	31 May, 1870	Murphy, F.	455, Bourke-street	1 Feb., 1860
Dole James	Glebe Road	2 June, 1865	Muspratt, E.	William-street	18 Jan., 1860
Donaldson, Wm.	768, George-street	23 May, 1871	Musgrave, T.	Windmill-street	25 Nov., 1864
Drake, S.	Church Hill	8 Jan., 1872	Mort, H.	Erskine-street	11 June, 1866
Duff, Thos.	Wingham	27 Aug., 1867	Morton, M.	72, Market-street	31 May, 1870
Dunn, Patrick	Mulwala	8 Dec., 1864	Murphy, P.	226, George-street	11 Sept., 1872
Eames, W. D.	16, South Head Road	28 Jan., 1864	M'Phail, Emma	William-street	3 Dec., 1872
Edwards, A. E.	89, William-street	28 Mar., 1871	Mailor, —	256, George-street	21 Apl., 1873
Egan, Elizabeth	Old Newtown Road	27 Oct., 1873	Mullholland & Wood	163, Pitt-street	4 Nov., 1873
Egan, M. F.	639, Elizabeth-street	6 June, 1873	Matthews, W. H.	182, Princes-street	17 June, 1874
Ellis, J. T.	Araluen Valley, Araluen	10 Mar., 1869	Miller, Mrs.	49, New Pitt-street	4 Dec., 1874
Ellis Thos. E.	477, George-street	17 Oct., 1873	Milne, Mary	Park and Elizabeth Sts.	20 Feb., 1874
Eve, Jas.	228, Pitt-street	25 Feb., 1870	Millar, William	Penrith	14 Nov., 1865
Fairfax & Sons	Hunter-street	5 April, 1864	Mills, W.	Newtown	19 Dec., 1873
Falls, Mrs.	West Maitland	19 May, 1870	M'Guigan, Jno.	Bathurst	9 Mar., 1866
Fieldhouse, E. & W.	Campbelltown	8 Aug., 1864	M'Ausland, Alex.	Junction Point, near Binda	3 Feb., 1871
Fitzpatrick, Mary A.	23, King-street	17 May, 1873			

B—continued.

Name.	Residence.	Date of Appointment.	Name.	Residence.	Date of Appointment.
Martel, H. C.	Dandaloo Station, Bogan River.	19 July, 1866	Salier, J. J.	Botany-st., Surry Hills...	7 Feb., 1868
Manning, Thos. ...	Dubbo	6 Sept., 1866	Sippel Bros.	526, George-street.....	7 July, 1871
Marks, E. P.	Pretty Plains, near Orange	4 May, 1867	Stroud, J.	Botany-street, Redfern...	14 July, 1870
Montgomery, Hugh	Railway Camp, Marulan	17 Sept., 1867	Sutton, A. W.	414, George-street.....	15 April, 1868
M'Nicoll, Agnes ...	Newcastle	21 Sept., 1869	Schröder, W. S. ...	George-street South	15 April, 1869
Mason & Co., W. ...	Parramatta	30 Sept., 1869	Smith, D.	183, George-street.....	10 Aug., 1872
Nash, Wm	629, George-street	20 Jan., 1873	Stephens, H. W. ...	Punch Office, 42, Hunter-street.	27 Sept., 1872
Norris, W. J.	Forest Lodge, Glebe.....	22 July, 1873	Stead, E. C.	Woolloomooloo & Bourke Streets.	30 Nov., 1872
Noake, John	460, George-street.....	14 Feb., 1872	Stock, Wm.	41, Park-street	11 Mar., 1872
Nagle, J. H.	West Maitland	2 June, 1873	Sippel Bros.	Young	1 Nov., 1862
Perry, W. B.	Gipps and Macquarie Streets, Surry Hills.	23 Nov., 1872	Storner, J. B. ...	Young	8 Dec., 1862
Pierce, T.	Yurong and Stanley Sts	9 July, 1860	Savage, F. J.	Narrandera	26 April, 1866
Poppewell, Mrs. E.	645, George-street.....	1 Mar., 1871	Stace, R. A.	Wellington	18 Oct., 1866
Palmer, T.	George-street (Brickfield Hill).	23 May, 1865	Scardon, G. D. ...	Lake Macquarie Road ...	10 May, 1867
Porter, E.	478, Crown-street, Surry Hills.	29 May, 1868	Schwormstedt	Bathurst	31 Dec., 1872
Philip, Mr.	397, Crown-street, Surry Hills.	13 Dec., 1870	Seymour, Jas. ...	Hunter's Hill	15 April, 1873
Penfold & Co.	394, George-street.....	11 July, 1874	Stead, Thomas ...	Corowa	30 May, 1874
Protestant Standard, Proprietors of.	377, Pitt-street	24 Mar., 1874	Tilbury, W. T. ...	86, Woolloomooloo-street	27 April, 1872
Page, Joseph	Ramornie, Grafton	17 July, 1872	Taylor, S.	Bridge-street	22 Aug., 1870
Payne, J. T.	Newcastle	4 Mar., 1864	Thomson, John....	110, Pitt-street	22 Aug., 1871
Potter, W.	Goulburn	19 Oct., 1868	Turner, E.	26, Hunter-street	9 Dec., 1864
Reilly, P.	Macquarie-street South..	8 Apl., 1863	Tatham, S.	Balmain	27 Oct., 1866
Roberts, D.	Pitt-street	31 Aug., 1859	Thomas, H.	West Maitland	9 Dec., 1864
Rout, Charles ...	Victoria-street	29 July, 1871	Taylor, T.	Unity Hotel, Balmain ...	25 June, 1868
Reading, Jas.	George-street.....	20 June, 1868	Weekes, N.	101, Parramatta-street...	1 Mar., 1865
Randerson, R. S. ...	Market-street.....	12 Apl., 1869	Watson, R. A. ...	Circular Quay	17 April, 1868
Russell, Jas.	174, Lower George-street	29 May, 1869	Wheeler, J. W. ...	202, George-street	19 April, 1871
Rose, Frank W. ...	122, King-street	25 Feb., 1873	Whiting, Jas.	Double Bay	9 Mar., 1869
Redgate, Wm.	390, Bourke-street	25 Feb., 1873	Wallace, Geo. ...	113, King-street	30 April, 1873
Rac, A. B.	Bathurst.....	31 Aug., 1863	Walker, W.	Sofala	13 May, 1864
Regan, D.	Tamworth	6 Aug., 1863	Walsh, G.	Goulburn	25 May, 1864
Riley, W. R.	Goulburn	27 Nov., 1862	Weston, John ...	West Maitland	28 Oct., 1862
Roth, Max.	Demliquin	1 June, 1869	White, Laban ...	Windsor.....	4 April, 1864
Richardson, Jane ...	Murrygon, Mundooran...	17 May, 1869	White, J. C.	Bathurst.....	17 May, 1864
Roberts, Jas.	Cragie, near Delegate ..	4 Aug., 1871	Whitton Joseph .	Camberwell	25 Aug., 1864
Smith Hy.	Regent-street, Botany Road.	13 Feb., 1873	Wilson, G.	Tenterfield	21 Feb., 1865
Sands, Robert	George-street.....	25 Sept., 1873	Whiting & Son ...	Taralga	19 July, 1866
Sandon, C. T.	George-street	16 Feb., 1867	Watkinson, Jas. ...	Balmain	30 Oct., 1866
Saywell, T. R.	14, Park-street	7 Apl., 1863	White, P.	Goulburn	23 April, 1868
Smyth & Wells....	Hunter-street	28 Mar., 1859	Whipple, W. F. ...	Orange	13 May, 1869
Saddling John	Phillip-street.....	9 Mar., 1866	Weber, P.	Araluen	14 Feb., 1870
Signont, F. M.	570, George-street	13 June, 1874	Webb, A.	Milson's Point, North Shore.	1 Aug., 1870
Soul and Son.....	221, Pitt-street	13 Aug., 1874	Winton, E. S. ...	St. Leonards	11 Aug., 1870
Shaw, Wm.	Liverpool-street, Darlinghurst.	22 Aug., 1867	Wickenden, Mrs. ...	Bathurst	15 Aug., 1873
			Woolley, G. H. ...	Native Home, Vale Road, Bathurst.	4 Dec., 1874
			Yeo, T. R.	227, Pitt-street	24 Sept., 1874

C.

PARTICULARS of Contracts entered into for the conveyance of Post Office Mails, from the 1st January, 1874.

Contractors' Names.		Addresses.	Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
		WESTERN AND SOUTHERN ROADS.				£ s. d.	
1 Cobb & Co	Sydney	Railway Station, Macquarie Plains, and Post Offices, Bathurst and Orange; Railway Station, Wallerawang and Post Offices, Wallerawang Railway Station and Mudgee; Dubbo, Warren, Canuonbar, Gongolgon, and Bourke; Railway Station, Goulburn, and Post Offices, Goulburn and Gundagai; Gundagai and Albury ...	Six	2 or 4-horse coach	} 4,462 10 0	31 Dec., 1875.	
			do	do			
			Two	do			
			Six	do			
		WESTERN ROADS.					
1 Wm. Ashley	Parramatta	Railway Station and Post Office, Parramatta, including the clearing of all Iron Letter Receivers at Parramatta	Four times or oftener daily.	Horseback	40 0 0	31 Dec., 1874.	

C—continued.

Contractors,		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
Names.	Addresses.					
2 Joseph Sandy	Pennant Hills ...	Parramatta, Field of Mars, and Pennant Hills.	Six	Horseback	£ s. d. 52 0 0	31 Dec., 1874.
3 Joseph Gillespie.....	Pitt Town.....	Parramatta Railway Station, and Post Offices, Parramatta, Baulkham Hills, and Rouse Hill.	do	do	70 0 0	31 Dec., 1875.
4 James Fishburn	Castle Hill	Baulkham Hills and Dural	Three.....	do	26 0 0	31 Dec., 1874.
5 Richd. Wall	Blacktown.....	Blacktown, Prospect, and Eastern Creek.	Six.....	do	38 0 0	31 Dec., 1875.
6 H. J. Kirwan	Wilberforce	Windsor, Pitt Town, and Wilberforce.	do	do	30 0 0	31 Dec., 1874.
7 Geo. Turnbull.....	do	Wilberforce, Ebenezer, and Sackville Reach.	Three.....	do	13 15 0	31 Dec., 1874.
8 Hy. Everingham ...	Lower Portland..	Sackville Reach and Lower Portland.	do	do	36 0 0	31 Dec., 1876.
9 Thomas Thompson...	Pitt Town.....	Pitt Town, Wiseman's Ferry, and St. Albans.	Two	do	50 0 0	31 Dec., 1875.
10 Jas. Wamsley, jun....	Wiseman's Ferry.	Wiseman's Ferry and Mangrove Creek.	One	do	19 10 0	31 Dec., 1874.
11 C. Houghton	Richmond.....	Richmond, North Richmond, and Kurrajong.	Six.....	do	45 0 0	31 Dec., 1874.
12 Wm. Blundell.....	Colo	Kurrajong and Colo.....	One,	Horseback	20 0 0	31 Dec., 1874.
13 B. Gosper	do	Colo and Howe's Valley.....	do	do	60 0 0	31 Dec., 1876.
14 Joseph Gillespie	Pitt Town.....	Richmond and Camden, via Castlereagh, Penrith, Groendale, Mulgoa, and Brungelly.	Three	do	100 0 0	31 Dec., 1875.
15 Thos. Smith.....	Penrith	Penrith Post Office and Railway Station, Penrith.	Three times or oftener daily.	do	23 0 0	31 Dec., 1875.
16 Ralph Nash.....	do	Penrith Post Office, Emu Ferry, and Emu.	Once or oftener daily.	do	23 6 8	31 Dec., 1876.
17 John Worthington...	St. Mary's.....	Railway Station, South Creek, and Post Office, St. Mary's.	Twelve ...	do	20 0 0	31 Dec., 1875.
18 P. Phillips	Hartley	Railway Station and Post Office, One-tree Hill; and Railway Station, One-tree Hill, and Post Offices, One-tree Hill, Little Hartley, and Hartley.	Twice or oftener daily.	do	26 0 0	31 Dec., 1874.
19 P. Phillips	do	Hartley and Hartley Vale	Six	do	20 0 0	31 Dec., 1874.
20 Joseph Cooke	Bowenfels	Post Offices, Lithgow and Bowenfels.	Five	do	35 0 0	31 Dec., 1874.
21 Wm. Sargent	O'Connell	Macquarie Plains and O'Connell, with branch mail to and from O'Connell and Dirty Swamp.	Three } Two }	do	49 12 6	31 Dec., 1874.
22 Thos. B. Webb	Mutton's Falls...	Tarana, Mutton's Falls, and Oberon.	Three.....	do	49 0 0	31 Dec., 1874.
23 Thos. Cheshire.....	Mudgee	Mudgee, Guntawang, Cobbora, Muntooran, and Coonamble, (to travel in time of floods on the north side of the Cudgegong River, via Guntawang).	Two	Carrriage, 4-wheeled, 2 horses.	540 0 0	31 Dec., 1875.
24 Wm. Thompson	Wallgett	Coonamble and Wallgett, via Nebea, Urawilky, Terembone, and Bogawan (to follow the Castlereagh River between Bogawan and Walgett, travelling via Kidgear, Yowendah, and Euroka).	One	Horseback	90 0 0	31 Dec., 1876.
(Contract cancelled 1st April, 1874. See supplementary notice.)						
25 Jas. M'Cullough.....	Coonamble	Coonamble and Quambone, via Bimbleyon, Bunday, Ningey, and Coanbone.	do	do	77 0 0	31 Dec., 1876.
26 David Thomson	Glen Alice	Cullen Bullen and Glen Alice...	Two	do	40 0 0	31 Dec., 1874.
27 Sidney Brown.....	Ilford	Ilford and Rylstone	Three.....	do	70 0 0	31 Dec., 1875.
28 W. Robins	Guntawang	Guntawang and Two-mile Flat.	Two	do	50 0 0	31 Dec., 1874.
29 W. J. Weston, jun....	Cobbora	Dubbo and Cobbora	do	do	95 0 0	31 Dec., 1875.
30 Andrew English.....	Coonabarabran...	Muntooran and Coonabarabran, via Bundalla, Yarragren, Kerbin, Keewang, and Tonabar.	One	do	32 10 0	31 Dec., 1874.
31 James M'Dougall ...	Collie.....	Gilgandra, Collie, and Quambone, via Haddon Riggs, Ingelgar, Carwell, and Burgess's.	do	do	90 0 0	31 Dec., 1875.
32 Martin Nash	Mudgee.....	Mudgee, Merrendee, Burrendong, and Ironbarka.	Two	do	127 0 0	31 Dec., 1876.
33 Martin Nash	do	Mudgee, Grattai, Windeyer, Pure Point, Campbell's Creek, Long Creek, and Upper Pyramid, with a branch post to and from Grattai, Avisford, and Louisa Creek.	do	do	137 0 0	31 Dec., 1874.
*31 James Loy	Barragon	Mudgee, Cooyal, and Barragon	do	do	60 0 0	31 Dec., 1876.

* Contractor allowed £25 per annum extra to extend contract to Wollar, from 1st September, 1874.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts
Names.	Addresses.					
35 Thos. Trotter	Cassilis	Mudgee and Cassilis	No of times per week. Two	Horseback	£ s. d. 117 0 0	31 Dec., 1876.
36 John Payne..... (Transferred to Thomas Tarrant from 1st November, 1874.)	Ponto, Wellington.	Mudgee, Home Rule, and Gul-gong (Contractor to travel via Canadian Lead instead of via Home Rule, if required)...	Six	Coach, 2 horses, or more.	133 0 0	31 Dec., 1876.
37 P. Dwyer.....	Home Rule	Home Rule and Canadian Lead	do	Horseback	70 0 0	31 Dec., 1874.
38 Cobb & Co.	Sydney	Orange, Shepherd's Creek, Iron-barks, Black Rock, Wellington, and Montefiores; and Orange, Shepherd's Creek, Molong, Black Rock, Wellington, and Montefiores.	Three... do ...	Coach, 2 or more horses.	1,230 0 0	31 Dec., 1876.
39 Do	do	Wellington, Montefiores, and Dubbo.	Six	2-horse coach.	180 0 0	31 Dec., 1874.
(Contract cancelled 30 June, 1874. See supplementary notice.)						
40 Edmond Kerwick ...	Yetholme	Rydal, Meadow Flat, and Yetholme.	Three.....	Horseback	96 0 0	31 Dec., 1874.
41 R. Marjoram	do	Yetholme and Mitchell's Creek	Two	do	19 0 0	31 Dec., 1874.
42 Robt. C. Scott.....	Mitchell's Creek..	Mitchell's Creek and Palmer's Oakey.	do	do	30 0 0	31 Dec., 1876.
43 Cobb & Co.	Sydney	Bathurst, Peel, Wattle Flat, and Sofala.	Six	2 or 4 horse coach	180 0 0	31 Dec., 1874.
(Contract cancelled, 30 June, 1874. See supplementary notice.)						
44 P. Coyle	Hill End	Sofala, Tambaroora, and Hill End.	do	4-horse coach.	282 0 0	31 Dec., 1874.
10s. to be paid for every sent required by Government, other than those for Postal Inspectors or Mail Guards.						
45 Jas. McGrath	do	Bathurst, Lower Turon, Hill End, and Tambaroora, by the Bridle Track, for the conveyance of the letters only. (Contractor will however be required to convey newspapers to and from Lower Turon.)	do	Horseback	390 0 0	31 Dec., 1876.
46 Jno. Tobin	Lincolns	Peel and Lincolns	One	do	22 0 0	31 Dec., 1875.
47 Wm. Hall	Millamurra	Peel, Millamurra, and Quartz Ridge.	Two	do	70 0 0	31 Dec., 1875.
48 J. Drew	Ilford.....	Sofala and Ilford	do	do	50 0 0	31 Dec., 1875.
49 Timothy McCarthy...	Box Ridge.....	Sofala and Box Ridge	do	do	26 2 6	31 Dec., 1874.
50 Edward Phillips...	Upper Turon ...	Sofala and Upper Turon (junction of Palmer's Oakey Creek with the Turon River).	do	do	39 5 0	31 Dec., 1874.
51 T. Lonergan	Louisa Creek ...	Tambaroora and Louisa Creek..	One	do	38 0 0	31 Dec., 1874.
*52 Danl. Mayne	Bathurst	Bathurst and Ghanmire via Keelo	Three.....	do	65 0 0	31 Dec., 1874.
53 Wm. Paton	do	Bathurst and Chambers' Creek via Eglinton.	do	do	144 0 0	31 Dec., 1876.
54 J. B. Keen	Oberon	Oberon, Black Springs, Jerrong, Curraweela, and Taralga, via Yokeborough.	One	do	84 0 0	31 Dec., 1874.
55 Cobb & Co.	Sydney	Bathurst, Caloola, Long Swamp, and Trunkey Creek, via Dennis Island.	Three.....	Horseback or coach.	132 0 0	31 Dec., 1875.
(Contract cancelled 30 June, 1874. See supplementary notice.)						
56 Wm. Ryan	Tea-pot Swamp...	Caloola and Tea-pot Swamp ...	One	Horseback	16 13 4	31 Dec., 1874.
57 Danl. Mayne	Bathurst	Bathurst, Cow Flat, and Rockley, via George's Plains.	Three.....	Coach, 2 or more horses	140 0 0	31 Dec., 1874.
58 Jas. M'Phee.....	Swallow's Nest...	Rockley and Swallow's Nest ...	One	Horseback	22 0 0	31 Dec., 1875.
59 Thos. B. Carson	Lagoons.....	Cow Flat and Lagoons	do	do	9 0 0	Contract to terminate on three months' notice on either side. 31 Dec., 1875.
60 J. O'Brien	Rockley	Rockley and Trunkey Creek ...	do	do	25 0 0	31 Dec., 1875.
61 Do	do	Trunkey Creek and Tucna ...	do	do	35 0 0	31 Dec., 1875.
62 Cobb & Co.	Sydney	Bathurst, Evans' Plains, Blayney, and Carcoar; and Carcoar and Cowra.	Six	Horseback or coach, 2 or more horses.	570 0 0	31 Dec., 1874.
(Contract cancelled 30 June, 1874. See supplementary notice.)						
63 Jas. Lynch	Sheet of Bark ...	Sheet of Bark and Wood's Flat	do	Horseback	18 0 0	31 Dec., 1876.
64 W. P. Jones	Cowra	Cowra, Goolagong, and Forbes	do	do	140 0 0	31 Dec., 1874.
†65 John Matthews	Blayney.....	Blayney and Brown's Creek ...	Two	do	20 0 0	31 Dec., 1874.
66 Fredk. Mendham ...	Coombing Creek, Teesdale.	Carcoar, Mount Macquarie, and Trunkey Creek.	One	do	40 0 0	31 Dec., 1874.
67 Geo. White	Euroka	Lyndhurst and Euroka	Two	do	28 0 0	31 Dec., 1874.
68 John Fagan	Carcoar	Cowra and Grenfell	Three.....	Coach, 2 or more horses	200 0 0	31 Dec., 1876.
69 M. McGill	Cowra	Cowra and Canowindra, via "The Islands."	do	Horseback	69 10 0	31 Dec., 1875.
(Transferred to J. P. Grant from 1 October, 1874.)						
70 R. J. Gosper	Forest Reefs	Lucknow and Forest Reefs ...	Two	do	40 0 0	31 Dec., 1875.
71 A. & D. Stevens	Guyong	Guyong, Byng, and Icely	Three.....	do	49 0 0	31 Dec., 1874.

* Contractor allowed £20 to relinquish contract, from 1 February, 1874.

† Contractor allowed £11 per annum extra to convey mails additional once a week, from 1 February, 1874.

C—continued.

Contractors ^a		Postal Lines.	Frequency of Communication	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.	
Names.	Addresses.						
72	Joseph Irvine	Toogong	Orange, Heifer Station, Cudal, Toogong, Murga, and Forbes.	Three.....	Baggy or coach 2 or more horses.	£ 396 10 0	31 Dec., 1874.
73	O. McLean	Forbes	Forbes, Monwonga, and Condobolin, via Finn's.	Two	Horseback	128 0 0	31 Dec., 1875.
74	W. Dresser and W. Dunn.	Condobolin	Condobolin, Eauabalong, Hillston, and Booligal.	do	do	390 0 0	31 Dec., 1876.
75	A. W. Robertson and J. Wagner.	Castlemaine, Victoria.	Booligal and Hay	do	2 or 4 horse coach.	250 0 0	31 Dec., 1876.
76	P. & T. Joyce	Cudgee Creek, Young.	Forbes, Grenfell, and Young ..	do	Horseback	240 0 0	31 Dec., 1874.
*77	Wm. Miller	Scrubby Plains, via Parkes.	Forbes, Parkes, and Billabong, via Welcome Lead.	Three.....	Coach, 3 horses.	85 0 0	31 Dec., 1876.
78	W. F. Wynne	Orange	Orange and Cargo	do	4-wheeled vehicle, 2 horses.	130 0 0	31 Dec., 1875.
79	John Rice	Ophir	Orange and Ophir	One	Horseback	40 0 0	31 Dec., 1875.
80	R. J. Whiteford	Orange	Orange, Springside, Cadia, and Carcoar, via Burnt-yards	do	do	69 0 0	31 Dec., 1874.
81	Robert W. Willmott (Transferred to Geo. H. Wilson from 1st October, 1874.)	Ironbarks	Molong and Ironbarks	Three.....	do	99 0 0	31 Dec., 1876.
82	John W. W. Barr	Obley	Molong, Yullundry, Goodrich, and Obley.	Two	do	80 0 0	31 Dec., 1874.
†83	Neil Morrison	Cannonbar	Obley, Dandaloo, and Cannonbar, (Contractor to travel once a week via Nyngan, and once a week via Duladerry and Old John's Stations).	do	do	295 0 0	31 Dec., 1875.
84	Jas. A. Ryan	Dubbo	Obley and Dubbo, via Wambagalang and the Springs.	One	do	60 0 0	31 Dec., 1874.
85	Thos. Cook	Mount Harris	Warren and Mount Harris, via Drungalee.	do	do	40 0 0	31 Dec., 1876.
86	Chas. Delany	The Mole, Wellington.	Mount Harris and Wammersawa	do	do	75 0 0	31 Dec., 1875.
87	Neil Morrison	Brewarrina	Cannonbar and Brewarrina (to travel along the left bank of the Marra Creek.)	do	do	105 0 0	31 Dec., 1874.
88	John Lunn	West Bourke	Bourke and Belalie, or Enngonia, or Bourke and Cameron's, Cuttaburra Creek.	do	do	80 0 0	31 Dec., 1874.
89	Michael M'Auliffe	Bourke	Bourke and Hoodsville, via Ford's Bridge, Yanta-bullabulla, and Brindigabba.	Once a fortnight.	do	130 0 0	31 Dec., 1876.
90	Isidor J. K. Cohn	Cobar	Bourke, Cobar, and the Cornish, Scottish, & Australian Copper Mines.	One	4-wheeled coach.	150 0 0	31 Dec., 1874.
SOUTHERN ROADS.							
1	Geo. Abbott	Liverpool	Liverpool, Denham Court (on return by Kemp's Creek), and Bringelly.	Six.....	Horseback	69 0 0	31 Dec., 1875.
2	James Waterworth	Camden	Railway Station, Campbelltown, and Post Offices, Campbelltown, Narellan, and Camden.	Twelve ...	Coach, 2 or more horses.	70 0 0	31 Dec., 1876.
3	Jane Wasson	Brownlow Hill	Camden and Brownlow Hill ..	Six.....	Horseback	40 0 0	31 Dec., 1874.
4	Thos. Cummings	Cobbitty	Narellan and Cobbitty	do	do	33 6 8	31 Dec., 1875.
5	Brian O'Brien (Contract cancelled, 1st October, 1874. See supplementary notice)	Rockley	Railway Station, Campbelltown, and Post Offices, Campbelltown, Appin, Woonona, and Wollongong.	do	Coach, 2 horses.	335 0 0	31 Dec., 1876.
6	R. T. Hayles	Wollongong	Wollongong, Fig-tree, Charcoal Creek, Dapto, Albion Park, Jamberoo, and Kiama.	do	4-wheeled vehicle—1 or more horses.	190 0 0	31 Dec., 1876.
7	Dixon King	Kiama	Kiama and Gerringong	do ... } Three... }	Horseback	125 0 0	31 Dec., 1876.
8	Wm. Kennedy	Bolong	Broughton's Creek and Bolong	do	do	40 0 0	31 Dec., 1876.
9	Jas. Grey	Albion Park	Albion Park and Shellharbour	Four	Horseback or buggy—1 or 2 horses.	35 0 0	31 Dec., 1875.
10	Chrstr. Murray	Numba	Numba, Terrara, and Nowra, via Green Hills.	Six.....	Horseback	43 0 0	31 Dec., 1874.
11	Jas. D. Caines	Pyree	Numba and Pyree	do	do	45 0 0	31 Dec., 1874.

^a Contractor allowed £50 per annum extra to travel via London and McGuigan's, from 1 December, 1874.

† Contractor allowed £10 per annum extra to travel via Nos. 1 and 2 and top end of No. 3, East Logan Stations, instead of via Mr. Brown's Box Connelton, from 15 August, 1874.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contract.
Names.	Addresses.					
12 Levi White	Wilton	Douglas Park and Wilton	No. of times per week. Three	Horseback	£ s. d. 26 0 0	31 Dec., 1874.
13 Francis Gray	Picton	Picton Railway Station and Post Office, Picton.	Two or three times daily.	do	20 0 0	31 Dec., 1876.
14 Do.	do	Picton and Oaks	Six	do	30 0 0	31 Dec., 1876.
15 P. Reilly	Oaks	Oaks and Burragorang	Three	do	30 0 0	31 Dec., 1875.
16 Robert O'Reilly	Cox's River	Burragorang and Cox's River	do	do	30 0 0	31 Dec., 1876.
17 Joseph Limond	Moss Vale	Railway Station and Post Office, Moss Vale.	Fifteen or oftener.	do	30 0 0	31 Dec., 1875.
18 H. W. Taylor	do	Post Offices, Moss Vale and Berrima.	Twelve	Spring cart or horseback.	50 0 0	31 Dec., 1874.
19 W. Norris	Sutton Forest	Moss Vale and Sutton Forest	Seven	Horseback	16 0 0	31 Dec., 1875.
20 Do.	do	Sutton Forest and Cross Roads	Four	do	22 0 0	31 Dec., 1875.
21 H. W. Taylor	Moss Vale	Moss Vale, Burrawang, Robertson, East Kangaroo, Kangaroo, and Bowral, with a branch mail to and from Burrawang and Wild's Meadow.	Three	do	99 0 0	31 Dec., 1875.
22 Thos. Graham	Wild's Meadow	Moss Vale, Kangaroo Valley, Cambewarra, Bolong, and Nowra, via the Bonaderry Ferry.	do	do	180 0 0	31 Dec., 1874.
23 T. & F. Graham	do	Moss Vale, Kangaroo Valley, Cambewarra, Bolong, and Nowra.	do	do	175 0 0	31 Dec., 1874.
24 Chas. Thomas	Bolong	Kangaroo Valley, Broughton's Creek, and Coolangatta.	Six	do	140 0 0	31 Dec., 1874.
25 Philip Murray	Ulladulla	Nowra, Tomerong, Milton, and Ulladulla.	Three	do	145 0 0	31 Dec., 1874.
26 John McDonald	Barrier	Nowra and Barrier	Two	Horseback	28 15 0	31 Dec., 1876.
27 John Wade	Moorooloolen	Moorooloolen and Murrumbidgee	Three	do	31 4 0	31 Dec., 1874.
28 Joseph Pallier	Marulan	Moorooloolen and Marulan	Six	Horseback or buggy—1 or 2 horses.	10 0 0	31 Dec., 1875.
29 Joseph Pallier	do	Marulan and Bungonia	do	do	30 0 0	31 Dec., 1875.
30 Jas. Kelly, junr. (Transferred to Daniel Cruick, from 15th August, 1874.)	Bungonia	Bungonia and Windcliff	One	Horseback	13 0 0	31 Dec., 1875.
31 George Noble	do	Bungonia and Jacqua	Two	do	28 0 0	31 Dec., 1876.
32 Jno. Wade	Moorooloolen	Moorooloolen, Long Reach, and Big Hill.	Three	do	75 0 0	31 Dec., 1875.
33 John M. Munoz	Goulburn	Goulburn, Woodhouselee, and Laggan.	Two	Horseback or buggy.	105 0 0	31 Dec., 1874.
34 Robt. Stephenson .. (Transferred to George Parker, from 1st May, 1874.)	Laggan	Laggan and Crookwell	do	Horseback	26 0 0	31 Dec., 1874.
35 Jas. S. Morgan	Peelwood	Laggan and Peelwood	do	do	60 0 0	31 Dec., 1876.
36 Wm. Ritchie	Fullerton	Peelwood and Tuena	One	do		
37 J. Millane, jun.	Wheco	Laggan and Fullerton	One	do	20 0 0	31 Dec., 1876.
38 Geo. W. Cook	Tuena	Goulburn, Mummel, Woore (Pomeroy), Gullen, and Wheco. (Contractor to convey letters, &c., on mail-days to and from the Wheco Post Office and the Wesleyan Chapel at Wheco.)	Two	do	70 0 0	31 Dec., 1875.
39 B. M'Sorley	Wheco	Crookwell, Binda, Junction Point, and Tuena.	do	do	65 0 0	31 Dec., 1874.
40 A. E. McDonald	Binda	Wheco, Reid's Flat, and Cowra.	One	do	63 17 0	31 Dec., 1874.
41 M. Frost	Wheco	Binda, Bigga, and Reid's Flat, via Markdale.	do	do	58 0 0	31 Dec., 1876.
42 Jas. Malone	Braidwood	Dalton and Wheco	Two	do	47 0 0	31 Dec., 1875.
Half the usual fare to be paid for every seat required by Government, other than those for Postal Inspectors or Mail Guards.		Goulburn, Targo, Boro, Manar, and Braidwood.	Six	4-wheeled vehicle, 2 or more horses.	125 0 0	31 Dec., 1874.
*43 Owen Malone	Braidwood	Braidwood, Bell's Creek, Upper Araluen, Araluen and Crown Flat; with a branch mail to and from Braidwood and Reidsdale.	Six	1 or more horse coach.	130 0 0	31 Dec., 1876.
			Two			
†44 William H. Tully .. (Transferred to Bridget Higginson, from 16th October, 1874.)	Mullenderree	Crown Flat, Lower Araluen, Mullenderree, and Moruya.	Six	Horseback	180 0 0	31 Dec., 1876.
45 Patk. Cahill	Braidwood	Braidwood, Jembaicumbene, and Major's Creek. (Contractor to carry out a daily service if required, £70 per annum.)	Three	Coach, 1 or 2 horse, or horseback.	39 0 0	31 Dec., 1876.

* Post Office Crown Flat closed. Contractor only required to travel to Araluen from 1 September, 1874.

† Post Office Crown Flat closed. Contractor allowed £10 per annum extra to extend contract to Araluen, from 1 September, 1874.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
Names.	Addresses.					
46 Thos. Moran	Goulburn	Tarago or Boro, Bungendore, and Queanbeyan.	Three.....	4-wheeled covered coaches, 2 or more horses.	£ s. d. 100 0 0	31 Dec., 1874.
47 John Moran	Queanbeyan	Queanbeyan, Rob Roy, Michelago, and Cooma.	do	do	344 0 0	31 Dec., 1874.
48 Jeremiah O'Keefe.....	Boro	Boro and Muloon	do	Horseback	35 0 0	31 Dec., 1874.
49 John Mitchell	Adaminaby	Cooma, Adaminaby, and Kiandra, via Dairyman's Plains, Wambook, Dry Plain, Queengallery, and Botera.	One	do	109 10 0	31 Dec., 1875.
(Transferred to James Donaldson, from 1st October, 1874.)						
50 Robert Crowe	Seymour, via Cooma.	Cooma, Adaminaby, Russell's, & Kiandra, via Middling Bank.	do	do	110 0 0	31 Dec., 1875.
51 Jno. Wark	Molonglo	Bungendore, and Molonglo.....	Three.....	do	37 0 0	31 Dec., 1874.
52 Patk. Malone	Queanbeyan	Queanbeyan and Lanyon.....	do	do	24 0 0	31 Dec., 1876.
(Contract cancelled 15th April, 1874. See supplementary notice.)						
53 William Roohan	do	Cooma and Buckley's Crossing-place, via Gagedzerick, Claremount, and Woolway.	Two	1-horse buggy.	125 0 0	31 Dec., 1876.
(Contract cancelled 31st May, 1874. See supplementary notice.)						
54 Patk. Spellman	Gagedzerick	Gagedzerick and Jiudabyne	do	Horseback	45 0 0	31 Dec., 1875.
55 H. Goodwin.....	Cooma	Cooma, Numeralla, and Ballalaba via Whinstone Valley.	One	do	120 0 0	31 Dec., 1875.
56 Geo. Reed	Bombala	Cooma, Nimitybelle, & Bombala Cooma and Bobundarah	Two	Horseback and by 2-horse carriage.	498 0 0	31 Dec., 1876.
		Bobundarah and Bombala, via Gunningrah and Buckalong.	do			
		Bombala and Delegate, via Craigie.	Three.....			
57 Patk. Cleary	do	Bombala, Cathcart, Pambula, and Eden.	Two	Horseback	105 0 0	31 Dec., 1876.
58 P. Brown.....	Brown Mountain	Nimitybelle and Kameruka.....	One	do	46 0 0	31 Dec., 1874.
59 Neal Decey	Corrowong	Delegate and Corrowong.....	Two	do	35 0 0	31 Dec., 1875.
60 M. Monaghan.....	Major's Creek	Major's Creek and Ballalaba	do	do	15 0 0	31 Dec., 1874.
61 Do	do	Ballalaba and Fairfield	One	do	35 0 0	31 Dec., 1876.
62 Owen Malone	Braidwood	Braidwood and Windellama	do	do	28 0 0	31 Dec., 1875.
(Contract cancelled. Line discontinued.)						
63 John E. Rex	do	Braidwood, Charleyong, Corang, and Nowra, via Nerriga.	do	do	85 0 0	31 Dec., 1874.
64 B. Malone	do	Braidwood and Monga (Little or Mongarlo River).	Two	do	20 0 0	31 Dec., 1874.
65 Owen Malone	do	Braidwood and Neiligen.....	do	Coach or horseback.	80 0 0	31 Dec., 1876.
(Transferred to A. T. Gibson, from 1 December, 1874.)						
66 C. J. Jones	Queanbeyan	Braidwood, Hoskins' Town, and Queanbeyan.	One	Horseback	50 0 0	31 Dec., 1875.
67 William Roohan.....	do	Goulburn, Collector, Gundaroo Township, Gundaroo, Ginninderra, Canberra, and Queanbeyan, via the Lake, or to and from Goulburn, Collector, Gundaroo Township, Gundaroo, Ginninderra, Canberra, and Queanbeyan, via Thompson's marked tree line.	Three.....	2-horse coach.	312 0 0	31 Dec., 1874.
(Contract cancelled 31 May, 1874. See supplementary notice.)						
68 Mary Johnson.....	Spring Valley, Currawang.	Goulburn and Currawang	Two	Horseback	55 0 0	31 Dec., 1874.
69 P. M'Innes	Goulburn	Goulburn and Middle Arm	One	do	20 0 0	31 Dec., 1874.
70 Wm. Wilson	Tarlo	Goulburn, Tarlo, Myrtleville, and Taralga, via Chatsbury.	Two	do	55 0 0	31 Dec., 1876.
71 J. G. Webster.....	Taralga	Taralga, Golspie and Fullerton	One	do	22 0 0	31 Dec., 1876.
72 Thomas Easterby	Dalton	Gunning and Dalton	Two	do	29 0 0	31 Dec., 1874.
73 Geo. Couch	Burrowa	Dalton and Rye Park	One	do	34 0 0	31 Dec., 1875.
74 Patk. Sheekey.....	Yass	Yass, Tangmangaroo, and Burrowa, via Limestone and Lang's Creek.	Four	Coach, 2 or more horses, and buggy, 1 or more horses.	182 10 0	31 Dec., 1874.
10s. to be paid for every seat required by Government, other than those for Postal Inspectors or Mail Guards.						
75 Patk. Sheekey.....	do	Burrowa, Marengo, and Young	Three.....	do	137 10 0	31 Dec., 1874.
10s. to be paid for every seat required by Government, other than those for Postal Inspectors or Mail Guards.						
76 John Fahey.....	Burrowa	Burrowa and Reid's Flat, via Howell's Creek and Phil's Creek	One	Horseback	28 0 0	31 Dec., 1875.
77 George Couch	Rye Park	Burrowa and Rye Park	do	do	16 10 0	31 Dec., 1875.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
Names.	Addresses.					
78 E. Morgan	Marongo	Marongo and Cowra, via Bang Bang, Watemandra, and Crowther.	Two	Horseback	£ s. d. 38 0 0	31 Dec., 1874.
79 Jas. Roberts	Harden	Yass, Binalong, Cunningham, Murrumburrah, Harden, Wombat, and Young, via Demondrille, Stony Creek, and Spring Creek.	Three.....	2-horse coach.	300 0 0	31 Dec., 1875.
80 P. Woods.....	Young	Young, Morangarell, and Marsden's.	One	Horseback	76 0 0	31 Dec., 1874.
81 Carlo Marina	Moppitta, Young	Marsden's and Wollongough, via Hiawatha.	do	do	50 0 0	31 Dec., 1874.
82 Cobb & Co	Sydney	Murrumburrah, Coramundra, Junee, and Wagga Wagga, via Bethungra and Conjungong.	Three... } Four ... }	2 or 4-horse coach.	1,350 0 0	31 Dec., 1875.
(Contract cancelled 30 June, 1874. See supplementary notice)		Wagga Wagga, Crana, Jereelderrie, Conargo, and Deniliquin, via Broogong.				
83 H. A. Crawford and M. Connolly. (Contract cancelled 31 August, 1874. See supplementary notice.)	Beechworth, Victoria.	Wagga Wagga and Albury, via Mangoplah, Cockindah, and Gerogery.	Two	Coach, 2 or more horses	47 0 0	31 Dec., 1875.
84 G. Donohoe.....	Wagga Wagga..	Coramundra and Narrandera, via Merool Creek, and Coman's Contractor to travel alternately by the two routes, viz:—To and from Coramundra and Narrandera, via Dacey's, O'Brien's, Coman's, Mimosa, Wallaruby, Cowarby, Boreo (Floods), and Medium; and to and from Coramundra and Narrandera, via Dacey's, O'Brien's, Coman's, Timora, Quandry, Welman's Station, Ramsay's and Johnson's Station, Bolera, and Medium.	do	Horseback	198 0 0	31 Dec., 1874.
85 Denis Kavench	Sebastopol.....	Junee and Sebastopol, via Junee Reefs.	One	do	38 0 0	31 Dec., 1874.
86 Alex. Dyce	Gundaroo	Yass, Gundaroo Township, and Gundaroo, via Murrumbateman, and Nanima Station. (To travel alternately, if required, by Nanima and by Yass River routes.)	Two	do	52 0 0	31 Dec., 1876.
87 J. T. Jones	Taemas	Yass and Taemas, via Warroo..	do	do	35 0 0	31 Dec., 1875.
88 John Yabsley	Mundarloo, via Gundagai.	Adelong Crossing-place, Sheppard's Town, Adelong, Gilmore, and Tumut.	Six	2-horse coach.	225 0 0	31 Dec., 1876.
89 Thos. Madigan	Tumut	Tumut and Kiandra.....	One	Horseback	64 0 0	31 Dec., 1874.
90 D. & A. M'Gruer ...	Brungle.....	Tumut and Brungle.....	Two	do	40 0 0	31 Dec., 1875.
91 Andrew Paton	Mundarloo, via Gundagai.	Gundagai and Clarendon, via Kimo, Nangus, Tenandra, and Wantabadgery.	do	do	80 0 0	31 Dec., 1876.
92 Cobb & Co.	Sydney	Tarcutta and Wagga Wagga ...	Three.....	2 or 4-horse coach.	220 0 0	31 Dec., 1876.
93 Patk. Townsell & John O'Connell.	Deniliquin.....	Deniliquin, Moulamein, and Balranald, via Moolpar.	Two	Coach ...	510 0 0	31 Dec., 1875.
94 James Donohoe	Hay	Wagga Wagga, Narrandera, and Hay, via Angel's Station.	do	4-horse coach once a week, horseback once a week.	650 0 0	31 Dec., 1876.
95 A. W. Robertson and J. Wagner. £2 to be paid for every seat required by Government, other than those for Postal Inspectors or Mail Guards	Castlemaine, Victoria.	Hay, Wanganella, and Deniliquin.	Three.....	Horseback or coach, 2 or more horses.	686 10 0	31 Dec., 1874.
96 James Donohoe	Hay	Hay, Maude, Oxley, and Balranald; and Hay, Maude, Oxley, and Balranald, via Gilam.	One } do }	Horseback	290 0 0	31 Dec., 1876.
97 Chas. J. Silvester ...	Balranald	Balranald, Wakool, and Swan Hill, via Tooleybuc.	Two	2-horse coach.	140 0 0	31 Dec., 1876.
98 Wm. Hall	Balranald	Balranald and Ivanhoe via Darling Block D, Hatfield Hotel, Til Til, Clare, Manfred, and Kilferri Station.	One	Horseback	178 0 0	31 Dec., 1876.
99 P. R. Brett	Jereelderrie	Jereelderrie and Corowa.....	do	do	70 0 0	31 Dec., 1874.
100 Z. Burton	Swan Hill, Victoria.	Balranald, Euston, and Wentworth.	do	Coach, 2 horses.	450 0 0	31 Dec., 1874.
101 Z. and S. Burton.....	Swan Hill, Victoria.	Wentworth, Pooncarie, Menindie, and Wilcannia.	do	2-horse coach.	950 0 0	31 Dec., 1876.
102 Richd. Green	Menindie	Menindie and Mount Clippis ..	Once a fortnight.	Horseback	144 0 0	31 Dec., 1875.
103 Thos. Parsons	Mossgiel	Booligal, Mossgiel, and Wilcannia.	One	4-horse coach.	520 0 0	31 Dec., 1876.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
Names.	Addresses.					
104 Hy. Boran	Bourke	Wilcannia, Tankerooka, Toorale, and Bourke, travelling on either side of the Darling River.	One	Horseback	£ 369 0 0	31 Dec., 1875.
105 F. Hughes	Wilcannia	Wilcannia and Hoodsville	Once a fortnight.	do	175 0 0	31 Dec., 1875.
106 Robert Vicary	Bringelly	Wilcannia and Hoodsville	do	do	165 0 0	31 Dec., 1875.
107 A. McGlynn	Tumberumba	Adelong, Upper Adelong, Reedy Flat, Tumberumba, Tooma, Welaregang Station, Tintaldra (Victoria), Welaregang Station, and Ournie.	Two	do	245 0 0	31 Dec., 1875.
*108 Jas. Crichton	Ten-mile Creek	Ten-mile Creek and Tumberumba.	do	do	95 0 0	31 Dec., 1876.
109 Jno. Thos. Vardy, jun.	Ten-mile Creek	Ten-mile Creek and Walbundrie	do	do	52 0 0	31 Dec., 1874.
110 John A. Kennedy	Albury	Bowna and Ournie via Camberona, Wagra, Dora Dora, Talmalmoi, Merneket, Jingilie, and Ournie Diggings.	do	do	120 0 0	31 Dec., 1875.
111 H. A. Crawford and M. Connolly.	Beechworth, Victoria.	Albury, Bungowannah, Howlong, Corowa, Mulwalla, Tocumwall, and Deniliquin.	do	Coach, 2 or more horses.	449 0 0	31 Dec., 1875.
112 H. Howard	Howlong	Howlong, and Moorwatha	do	Horseback	30 0 0	31 Dec., 1874.
113 Ed. Clayton	Corowa	Corowa and Wahgunyah	Six or more	On foot ...	31 0 0	31 Dec., 1876.
		Contractor to provide proper means for crossing the River Murray when the Bridge is flooded.				
114 F. Baker	Dight's Forest	Albury and Dight's Forest	One	Horseback	20 0 0	31 Dec., 1874.
115 A. W. Robertson and J. Wagner. £1 to be paid for every seat required by Government, other than those for Postal Inspectors or Mail Guards.	Castlemaine, Victoria.	Deniliquin, Mathoura, Moama, and Echuca.	Six	Horseback or coach, 2 or more horses.	686 10 0	31 Dec., 1874.
116 Wm. Latta	Nelligen	Bateman's Bay, Nelligen, and Ulladulla.	One	Horseback	60 0 0	31 Dec., 1876.
117 Ed. Lynch	Mullenderree	Bateman's Bay, Mogo, Mullenderree, and Moruya. It is clearly understood that the Mails shall leave Bateman's Bay immediately after the arrival there of the steamer from Sydney, and shall leave Moruya in time to meet the steamer leaving Bateman's Bay for Sydney, the Contractor finding adequate means for both requirements.	Two	Horseback 3-horse coach.	15 0 0	31 Dec., 1876.
118 Jas. McGregor	Cobargo	Moruya, Bergalia, Bodalla, and Eurobodalla.	Three	Horseback	70 0 0	31 Dec., 1876.
119 John McGregor	Bega	Eurobodalla, Cobargo, and Bega	One	do	60 0 0	31 Dec., 1874.
120 John McGregor	Bega	Eurobodalla, Cobargo, and Bega	Two	do	147 0 0	31 Dec., 1874.
121 Richard M. Bate	Tilba Tilba	Cobargo and Tilba Tilba	One	do	24 0 0	31 Dec., 1874.
122 W. H. Hopkins	Bega	Bega, Welumla, Merimbula, Pambula, and Eden.	Two	do	80 0 0	31 Dec., 1874.
123 Ed. Harper	Kiora	Moruya and Kiora	do	do	12 0 0	31 Dec., 1876.
124 Jas. McGregor	Cobargo	Eurobodalla and Nerrigundah	do	do	29 0 0	31 Dec., 1876.
125 Wm. Willcocks	Wagonga	Eurobodalla and Wagonga	One	do	26 0 0	31 Dec., 1876.
126 W. H. Hopkins	Bega	Bega and Kameruka	Two	do	35 0 0	31 Dec., 1874.
127 Wm. Hammond	Candelo	Kameruka and Candelo	do	do	25 0 0	31 Dec., 1874.
128 Wm. Shea	Pambula	Merimbula Wharf, and Post Office, Merimbula, Pambula, and Eden.	One	do	29 0 0	31 Dec., 1874.
129 Saml. Martin	Towamba	Eden and Towamba	do	do	17 0 0	31 Dec., 1876.
130 Elizabeth Rixon	Bega	From Tarthra (on arrival of steamer) to Post Office, Bega.	do	do	14 0 0	31 Dec., 1874.
		(Contract cancelled 30th April, 1874. Line discontinued.)				
NORTHERN ROADS.						
†1 Chas. C. Fagan	Gosford	Sydney, St. Leonards, Lane Cove, Hornsby, Gosford, and Kincumber.	Two	Horseback	253 0 0	31 Dec., 1876.
2 J. Wamsloy, jun.	Blue-gum Flat	Gosford, Blue-gum Flat, Cooranbong, and Mount Vincent.	do	do	65 0 0	31 Dec., 1874.
3 Irvine Coulter	Gosford	Gosford and Wamberal	do	do	15 0 0	31 Dec., 1874.
4 John Collins	Pitt Water, via Manly.	Manly and Barranjoey, via Brady's, Jenkins's, Wilson's, and Collins's.	One	do	32 0 0	31 Dec., 1874.
‡5 Robt. Downie	Newcastle	Newcastle Wharf, Post Office, and Railway Terminus.	Fourteen or more.	1-horse cart.	74 0 0	31 Dec., 1876.
6 H. Penglaze	Stockton	Newcastle and Stockton	Six or more	Boat	49 15 0	31 Dec., 1874.
7 Robt. Gordon	Tomago	Tomago and William Town	Two	Horseback	15 0 0	31 Dec., 1874.

* Contractor allowed £20 per annum extra to travel via Yarrara Reefs, from 1 December, 1874.

† Contractor allowed £10 per annum extra to travel via Peac's Ferry, from 1st January, 1874.

‡ Contractor allowed 10s. a week extra consequent on having to ship additional mails per "Kembala," from 1st February, 1874.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
Names.	Addresses.					
8 Elisha Young	Stroud	Raymond Terrace, Limeburner's Creek, and Stroud.	No of times per week. Four	2-horse coach.	£ s. d. 195 0 0	31 Dec., 1874.
10s. to be paid for every seat required by Government, other than those for Postal Inspectors or Mail Guards.						
9 Thos. Wilkinson	do	Stroud, Langworthy's, Gloucester, and Tinonee.	Two	Horseback	185 0 0	31 Dec., 1874.
10 John Convery	Cundletown	Tinonee, Taree, Cundletown, and Port Macquarie.	do	do	172 0 0	31 Dec., 1875.
11 John Convery	do	Cundletown, Ghinni Ghinni, and Croki.	do	do	25 0 0	31 Dec., 1875.
12 Chris. Felten	Kempsey	Port Macquarie, Telegraph Point, East Kempsey, and Kempsey, via the Telegraph Line.	do	do	68 10 0	31 Dec., 1874.
13 Chris. Felten	do	Kempsey, Frederickton, Seven Oaks, Gladstone, and Summer Island.	do	do	36 0 0	31 Dec., 1874.
14 John M'Innes	Barrington River, Gloucester.	Gloucester, Nowendoc, and Walcha.	One	do	194 0 0	31 Dec., 1875.
15 C. Dea	Myall River	Stroud and Myall River	Two	do	85 0 0	31 Dec., 1876.
16 John Burke	do	Myall River and Cape Hawke (Clarkin's Crossing-place), via Upper Myall River and Bunyah Station.	One	do	36 10 0	31 Dec., 1875.
17 Patk. O'Brien	do	Myall River and Forster, via M'Raes's Saw-mills, Burraduc, and Bungwall Flat.	do	do	80 0 0	31 Dec., 1874.
18 B. Tetsell	Dingo Creek	Tinonee, Wingham, and Dingo Creek.	Two	do	55 0 0	31 Dec., 1876.
19 Robert Andrews	Woodside	Wingham and Woodside, Upper Manning.	do	do	40 0 0	31 Dec., 1876.
20 Geo. M'Cartney	Redbank	Tinonee and Redbank	do	do	27 10 0	31 Dec., 1874.
21 Jas. M'Inherny	Port Macquarie	Port Macquarie, Huntingdon, and the junction of the Ellenborough and Hastings Rivers	One	do	45 0 0	31 Dec., 1876.
22 M. Casey	do	Port Macquarie, Ennis, and Hursley.	Two	do	34 0 0	31 Dec., 1875.
23 Chris. Felten	Kempsey	Kempsey, West Kempsey, and Warneton.	do	do	20 0 0	31 Dec., 1875.
*24 Geo. Henderson	Nambucca River	Frederickton, Fernmount, and Boat Harbour, via Nambucca and Bowraville.	do	do	118 0 0	31 Dec., 1875.
25 Thos. Farrowell	Wilson's River, via Port Macquarie.	Telegraph Point and Rolland's Plains.	do	do	27 0 0	31 Dec., 1874.
26 John T. Sheppard	Rainbow Reach	Summer Island and Rainbow Reach.	do	do	20 0 0	31 Dec., 1876.
27 S. Fitzgerald, jun. ...	West Maitland	Morpoth, East Maitland, and West Maitland.	Seven	Mail cart—1 or more horses or on horseback.	30 0 0	31 Dec., 1876.
28 John Gordon	Waratah	Waratah and Tighe's Hill	Six	Horseback	15 0 0	31 Dec., 1876.
†29 John Gordon	do	Waratah, Lambton, and Wallsend (including the delivery to the residents of letters, &c., of the Waratah, Lambton, and Wallsend Post Offices).	do	do	94 15 0	31 Dec., 1876.
30 H. Fry	Paterson	East Maitland, Largs, and Paterson, with a branch mail from and to Largs and Woodville.	Seven	Cart or coach 1 or 2 horses.	} 96 0 0	31 Dec., 1874.
4s. to be paid for every seat required by Government, other than those for Postal Inspectors or Mail Guards.			do	Horseback		
31 Geo. Brooker, jun. ...	Gresford	Paterson, Vacy, and Gresford	Three	do	32 0 0	31 Dec., 1875.
32 Geo. Brooker, jun. ...	do	Gresford and Lostock	Two	do	16 0 0	31 Dec., 1875.
33 W. G. Sivyer	Eccleston	Gresford, Lewinsbrook, and Eccleston.	One	do	18 3 4	31 Dec., 1874.
34 R. J. Fitzgerald	West Maitland	East Maitland and Mount Vincent.	Three	Horseback or coach, 2 or more horses.	34 10 0	31 Dec., 1876.
35 S. Fitzgerald, junior	do	Railway Station High-street, and Post Office West Maitland.	Twenty-eight or more.	Coach 2 or more horses, or horseback	29 10 0	31 Dec., 1876.
36 Geo. Thompson	do	West Maitland, Bishop's Bridge, Millfield, Cessnock, and Wollombi, with branch post to and from Millfield and Killalong.	Three	Horseback, and by 4-wheeled conveyance 2 horses.	110 0 0	31 Dec., 1875.
37 H. Brown	Laguna	Wollombi and Laguna	do	Horseback	15 0 0	31 Dec., 1874.
38 James A. Tulloch	Branxton	Railway Station and Post Office, Branxton.	Fourteen or more.	do	20 0 0	31 Dec., 1874.
39 Wm. Claxton, senior.	Singleton	Railway Station and Post Office, Lochinvar.	Thirteen or more.	Spring cart	39 0 0	31 Dec., 1876.

* Contractor allowed £13 per annum extra to convey mails from Frederickton to Kempsey, from 14th July, 1874.

* Contractor allowed £200 per annum extra to deliver correspondence throughout entire limits of Municipalities of Waratah, Lambton, and Wallsend, from 7 December, 1871.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.	
Names.	Addresses.						
*40 S. Fitzgerald, junior	West Maitland...	Morpeth and Hinton	No. of times per week. Fourteen	Horseback, or by 2 or more horse coach.	£ s. d. 30 0 0	31 Dec., 1876.	
41 R. J. Fitzgerald	do	Hinton, Seaham, Clarence Town, Brookfield, and Dungog. (If floods prevent the mails being conveyed between Hinton and Seaham, Contractor must travel via West Maitland and the Belmore and Dummore Bridges.)	Three.....	2 or 4 horse coach.	75 0 0	31 Dec., 1875.	
42 Joseph Collier.....	Dungog	Dungog and Bandon Grove ..	Three.....	Horseback	28 0 0	31 Dec., 1875.	
43 Jas. Thompson	Bandon Grove ..	Bandon Grove and Underbank	One	do	13 0 0	31 Dec., 1874.	
44 Colin Cowan	Monkerai	Dungog and Monkerai.....	do	do	12 10 0	31 Dec., 1875.	
45 Colin Cowan	do	Monkerai and Langworthy's ..	do	do	10 0 0	31 Dec., 1876.	
46 H. S. Carpenter	Miller's Forest ..	Miller's Forest Post Office, and steamers when passing to and from Sydney.	.....	Boat	32 0 0	31 Dec., 1876.
(Contract cancelled. See supplementary notice.)							
47 R. Snelson	Singleton	Railway Station and Post Office, Singleton.	Fourteen or more.	Omnibus, 1 or more horses.	20 0 0	31 Dec., 1876.	
48 F. Parmeter	Warkworth	Singleton, Warkworth, and Jerry's Plains, via Cockfighter's Creek, and in time of flood via Thorley's.	Three.....	Horseback	53 0 0	31 Dec., 1875.	
49 Chas. Taggart	do	Warkworth and Howe's Valley	One	do	36 0 0	31 Dec., 1874.	
50 D. M'Gregor	Fordwich	Singleton, Vere, and Fordwich	Three.....	do	35 0 0	31 Dec., 1874.	
51 John Doyle	Scott's Flat	Singleton, Scott's Flat, Westbrook, and Glendon Brook.	Two	do	33 0 0	31 Dec., 1874.	
†52 Thos. Eather	Goorangoola	Singleton, Bridgeman, and Goorangoola, via Goorangoola Head Station.	One	do	27 0 0	31 Dec., 1876.	
53 G. A. Hewitt	Camberwell	Glennie's Platform and Post Office, Camberwell.	Six	do	25 0 0	31 Dec., 1876.	
54 John Clay	Muswellbrook ..	Railway Station and Post Office, Muswellbrook.	Fourteen or more.	1 horse cart	40 0 0	31 Dec., 1874.	
55 W. Nowland	do	Muswellbrook and Wybong ..	Two	Horseback	32 10 0	31 Dec., 1875.	
56 Wm. Braggott.....	Cassilis	Muswellbrook, Denman, Merriwa, and Cassilis. (Contractor will be required to provide boat at Denman.)	Three.....	4-horse coach.	370 0 0	31 Dec., 1871.	
£2 to be paid for every sent other than those for Postal Inspectors or Mail Guards							
57 Ormonde M'Kellar...	Coonabarabran...	Cassilis, Turce, and Coolah.....	Two	Horseback	63 15 0	31 Dec., 1876.	
58 Ormonde M'Kellar..	do	Coolah and Coonabarabran.....	One	do	60 0 0	31 Dec., 1876.	
59 Robert Nelson.....	do	Coonabarabran and Boggabri, via Melville Plains.	do	do	60 0 0	31 Dec., 1874.	
60 John Murphy	Denman	Denman and Kerrabec, via Bellmont.	Three.....	do	60 0 0	31 Dec., 1875.	
61 Thos. Trotter	Cassilis	Cassilis, Uarbry, and Denison Town, via Tongva.	Two	do	117 0 0	31 Dec., 1875.	
62 Henry Cassidy	Coolah	Coolah and Denison Town.....	One	do	36 0 0	31 Dec., 1874.	
63 Wm. Hume.....	Gunnedah.....	Coolah, Tambar Springs, and Gunnedah, via Oaky Creek and Mellaly's.	do	do	80 0 0	31 Dec., 1874.	
64 Ormonde M'Kellar...	Coonabarabran...	Coonabarabran, Baradine, and Urawilky.	do	do	49 15 0	31 Dec., 1876.	
65 W. J. Weston, junr..	Cobbora.....	Denison Town and Cobbora ..	Two	do	33 0 0	31 Dec., 1874.	
66 W. I. Gardner	Rouchell Brook...	Aberdeen and Rouchell Brook	One	do	15 0 0	31 Dec., 1874.	
67 Wm. Pinkerton	Scone	Scone and Moonan Brook	Two	do	70 0 0	31 Dec., 1876.	
68 F. Smith	do	Scone, Thorntwaite, and Merriwa, via Wybong and Hall's Creek.	One	do	64 0 0	31 Dec., 1874.	
69 Cobb & Co.	Sydney	Railway Station, Murrurundi, and Post Offices, Murrurundi, Willow-tree, Wallabadah, Goonoo Goonoo, Tamworth, Moonbi, Bendemeer, Uralla, and Armidale.	Six	Coach, 2 or 4 horses.	2,600 0 0	31 Dec., 1876.	
70 Cobb & Co.	do	Armidale, Falconer, and Glen Innes, via Ben Lomond Station, with branch mail from Armidale to Puddledock.	Three.....	2 or 4 horse coach.	1,333 6 8	31 Dec., 1875.	
(Contract cancelled, 30th June, 1874. See supplementary notice)		Glen Innes, Dundee, Deepwater, Tenterfield, Bookookoora, and Maryland.	do	do			
		Bendemeer, Bundarra, Stanborough, and Inverell, via Carlisle Gully.	Two	do			
71 Edward Warland ...	Stanborough.....	Stanborough and Tingha	do	Horseback	54 0 0	31 Dec., 1876.	

* Contractor allowed 1s per diem extra to convey to East Maitland the mails which arrive at Morpeth after the train has left there.

† Contractor allowed £22 per annum extra to travel via St. Clair, from 1 April, 1874.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
Names.	Addresses.					
72 R. J. Nowland	Gunnedah	Willow-tree, Quirindi, Breeza, Gunnedah, Boggabri, and Narrabri. (Contractor to carry out thrice a week service if required, at £900 per annum.)	Two	4-horse coach when possible, otherwise pack horse.	£ s. d. 800 0 0	31 Dec., 1876.
73 R. J. Nowland	do	Narrabri, Wee Waa, and Walgett.	do	Once a week coach, once a week horseback.	500 0 0	31 Dec., 1874.
*74 Malcolm Morrison	Walgett	Walgett, Brewarrina, and Bourke, via Moorabie.	do	1 horseback	279 0 0	31 Dec., 1876.
75 John Sullivan	Quirindi	Quirindi and Pine Ridge, via Walhollow, 4 D., and Mooki Stations.	do	do	52 0 0	31 Dec., 1874.
76 Wm. Gordon	Millie, Narrabri	Narrabri and Moree	do	do	150 0 0	31 Dec., 1875.
77 Geo. Shaw	Moree	Moree and Warialda, via Booraro.	One	do	63 0 0	31 Dec., 1876.
78 M. Reddon	Pilliga	Millie and Mogil Mogil, via Bunna Bunna, Buleori, Oriel, Munger, Burradon, Collimungie, and Werribilli.	do	do	80 0 0	31 Dec., 1876.
(Transferred to Mr. A. S. Wilde, from 1st June, 1874.)						
79 T. H. Hassall	Moree	Moree and Kunopia	do	do	66 10 0	31 Dec., 1875.
80 Geo. Lovell	Goondawindi	Kunopia and Goondawindi	do	do	54 0 0	31 Dec., 1876.
81 Jas. Richards	Moree	Moree and Mungindie, via Curragundi, Bunaba, and Yarrawa.	do	do	119 0 0	31 Dec., 1875.
82 Wm. McKenzie	Pilliga	Pilliga, Baradine and Coonamble	do	do	84 0 0	31 Dec., 1875.
83 Alex. Cormie	do	From Pilliga to Capps Millie, thence to Bucklebone, Burren, Capel's and Cryan, returning to Pilliga by the same route.	do	do	65 0 0	31 Dec., 1876.
84 W. Thompson	Walgett	Walgett, Mogil Mogil, and Mungindie, via Collarenebri and Barrington.	do	do	69 14 0	31 Dec., 1875.
(Contract cancelled 1st April, 1874. See supplementary notice.)						
†85 C. J. Conway	Brewarrina	Brewarrina and Brenda, via Morrabilla, Buudabulla, Wilah, and Muckerawa.	do	do	85 0 0	31 Dec., 1876.
86 P. Gilmartin	do	Brewarrina, Talawanta, and Brenda, via Bundabulla, Llangboyde on the Biree, Weilmorugh Station on the Culgoa, Tatala, Guomery, and the Biree Stations.	do	do	80 0 0	31 Dec., 1874.
87 Wm. Thompson	Walgett	Walgett, Yarrambah, Goodooga, and Brenda, (Tates' Station, Culgoa River, via "Gideon's Inn," Forrester's on the Barwin and Narran River, Thorold's on Bokhara River, and Currawillingbi.	do	do	90 0 0	31 Dec., 1876.
(Contract cancelled 1st April, 1874. See supplementary notice.)						
†88 John Harrison	Murrurundi	Murrurundi, Yarraman, and Tambar Springs, via Bundella.	do	do	80 0 0	31 Dec., 1876.
89 Wm. McIlveen, jun.	Moocubi	Wallabadah, Nundillo, and Bowling Alley Point, with a branch mail to and from Nundle and Hanging Rock, via Mount Pleasant.	Three	do	178 0 0	31 Dec., 1875.
90 Geo. Maunder	Currabubula	Goonoo Goonoo and Currabubula.	Two	do	36 0 0	31 Dec., 1874.
91 Wm. McIlveen, jun.	Moonbi	Bowling Alley Point, Dungowan, and Tamworth, via Nemingha Flat (to travel along the Peel River.)	One	do	62 0 0	31 Dec., 1876.
92 Geo. Wilkinson & A. L. Bowden.	Tamworth	Tamworth, Manilla, Barraba, Bingera, and Warialda, via Barker's, North Bingera.	Two	2 or more horse covered coach.	490 0 0	31 Dec., 1876.
93 John Crane	Warialda	Warialda, Yetman, and Goondawindi, via Gournama.	One	Horseback	150 0 0	31 Dec., 1875.
94 C. J. Walker	Carroll	Barraba and Moree, via Tareela, Mount Lindsay, Currangandi, Ullembarella, Eulourie, Pallal, Derra, Banghet, Ginerol, Gravesend, Binnigi, and Baldwin's.	do	do	110 0 0	31 Dec., 1874.
95 Geo. Shaw	Moree	Barraba and Moree, via Crawley's Station, Currangandi, Ullembarella, Eulourie, Rocky Creek, Terry-hi-hi, and Ticanna.	do	do	78 0 0	31 Dec., 1876.

* Contractor allowed £15 per annum extra to travel once a week between Walgett and Brewarrina, on the north side of the river, via Mitrea, Boorooma, Ulah, and Gulgie, from 1st October, 1874.

† Contractor allowed £40 per annum extra to travel via Bumble, Bree Polloe Station, and Goodooga, from 15th April, 1874.

‡ Contractor Harrison drowned. Sureties carried out contract from 31st August until 31st December, 1874.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
Names.	Addresses.					
96 John Crane	Warialda	Warialda and Goondawindi, via Oragon, Gunyerwarildi, Yalaroi, Tooloona, Mungie Creek, Coppermarenbillen, and Boggabilli.	One	Horseback	£ s. d. 99 10 0	31 Dec., 1874.
97 A. L. Janison	Tamworth	Tamworth, Somerton, Carroll, and Gunnedah.	Two	4-wheeled coach, 2 or 4 horses.	90 0 0	31 Dec., 1875.
98 C. Edwards, jun.	Bendemeer	Walcha and Glen Morrison	One	Horseback	23 0 0	31 Dec., 1874.
99 C. Edwards, jun.	do	Bendemeer and Walcha	Two	do	69 0 0	31 Dec., 1874.
100 John Crane	Warialda	Inverell and Warialda, via Banrockburn, Piersby Hall, Reedy Creek, Gragin, and Myalla.	One	do	100 0 0	31 Dec., 1876.
101 Geo. Jones	Rocky River	Uralla and Rocky River	Three	do	23 0 0	31 Dec., 1874.
102 Wm. Harman	Grafton	Armidale and Grafton, via Gara Station.	One	do	130 0 0	31 Dec., 1875.
103 J. H. Moule, junr.	Serpentine Station, via Armidale.	Armidale and Kempsey, via Toorookoo, Nulla Nulla, and Ebor.	do	do	80 0 0	31 Dec., 1874.
*104 W. M. Stevenson	Armidale	Uralla and Walcha	do	2-horse coach.	50 0 0	31 Dec., 1876.
105 Thos. Hobson	Laura, Bundarra	Armidale and Bundarra	do	Horseback	68 0 0	31 Dec., 1874.
†106 Allan Macdonald	Armidale	Armidale, Wandsworth, Elsmore, and Inverell, via Eversleigh, Ollera, Moredon, Paradise Creek, and Newstead.	Two	do	330 0 0	31 Dec., 1875.
107 Thos. Parkinson	Inverell	Inverell and Ashford, via Byron and Buckalla.	do	do	110 0 0	31 Dec., 1876.
†108 Alex. Pillar	Tenterfield	Ashford, Bonshaw, and Tenterfield, via Clifton Station and the south side of the Severn River.	One	do	100 0 0	31 Dec., 1875.
109 Thos. Parkinson	Inverell	Bonshaw and Yetman	do	do	150 0 0	31 Dec., 1875.
110 Thomas Clark	Oban	Falconer and Oban	do	do	40 0 0	31 Dec., 1874.
111 Hy. Purkiss	Paddy's Gully	Falconer and Oban	do	do	55 0 0	31 Dec., 1874.
112 Patk. Wade	Deepwater	Oban and Paddy's Gully	Two	do	55 0 0	31 Dec., 1874.
113 Patk. Wade	do	Glen Innes and Wellingrove	do	do	149 0 0	31 Dec., 1876.
114 Jas. Braham	Glen Innes	Wellingrove and Inverell, via King's Plains.	do	do	59 0 0	31 Dec., 1876.
115 John Byrnes	Tableland, Deepwater,	Wellingrove and Inverell, via Waterloo.	do	do	59 0 0	31 Dec., 1876.
116 T. S. Morgan	Tenterfield	Wellingrove and Vegetable Creek, via Strathbogie.	do	do	240 0 0	31 Dec., 1876.
117 Thos. Walsh	Casino	Glen Innes, Dalmorton, South Grafton, and Grafton, via Shambigne, Buccarimbi, Broad Meadows, Newton Boyd, and the Big Hill.	One	do	60 0 0	31 Dec., 1874.
118 A. W. Davison	Lawrence	Deepwater, Tableland, and Black Swamp.	Two	do	270 0 0	31 Dec., 1874.
119 Francis Alcock	Casino	Tenterfield, Timbarra, Lunatic Reefs, Drake, Tabulam, Copmanhurst, and Grafton, calling at Etonswill, Smith's Flat, Gordon Brook and Yulgilbar (in time of floods to travel by the surveyed road).	do	do	70 0 0	31 Dec., 1876.
120 E. W. Stocks	Alstonville	Grafton and Lawrence	do	do	120 0 0	31 Dec., 1874.
121 H. J. Andrews	Tenterfield	Lawrence and Casino	do	do	94 0 0	31 Dec., 1876.
(Transferred to George Pearce from 1st July, 1874.)		Casino and Lismore, and	do	do	45 0 0	31 Dec., 1874.
122 Edward Eccles	Grafton	Lismore, Alstonville, and Ballina.	One	do	39 0 0	21 Dec., 1876.
123 Wm. Drury	Casino	Alstonville and Post Office, Wardell.	Two	do	100 0 0	31 Dec., 1874.
124 Jno. Boyd	do	Tabulam and Tooloom	One	do	52 0 0	31 Dec., 1874.
125 H. J. Andrews	Tenterfield	Casino, Lionsville, and Solferino (Contractor to travel by the new line of road)	do	do	145 0 0	31 Dec., 1874.
(Transferred to George Pearce, from 1st July, 1874.)		Casino, South Casino, and Codrington.	do	do	41 0 0	31 Dec., 1876.
		Casino, Kynnumboon, and Tweed Junction.	do	do		
		Casino and Tabulam, via Wooroooolgun, Dyrnaba, and Sandiland.	do	do		

* Contractor allowed £20 per annum extra, to extend contract to Armidale, from 1 April 1874.

† Contractor Macdonald unable to carry out contract. Arrangements made with Mr. Wardrop to carry out the service from 21 August to 31 December, 1874, at the rate of £480 per annum.

‡ Contractor allowed £16 per annum extra to travel via the Mole Station, from 1 August, 1874.

C—continued.

Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.	
Names.	Addresses.						
126	Jas. Grady	Casino	Casino and Unungar (Sherwood's Station).	One	Horseback	£ s. d. 29 0 0	31 Dec., 1875.
127	T. W. Simes	Maryland	Maryland and Ruby Creek.....	Two	do	75 0 0	31 Dec., 1874.
128	Jas. Lang	Woodburn	Clarence River Heads (Woollah) and Bullina, via Woodburn and Wardell.	do	do	189 0 0	31 Dec., 1875.
129	R. Gollan	do	Woodburn, Coraki, and Codrington.	do	do	52 0 0	31 Dec., 1874.
130	W. J. Gollan..... (Transferred to Wm. Gollan, from 1st January, 1874.)	do	Woodburn, Wyrallah, and Lismore. (Contractor to travel via Gundurimba if required.)	do	do	110 0 0	31 Dec., 1875.
SUBURBAN LINES.							
*1	Lewis Lawrence ... (Contract cancelled, 15th Sept., 1874. See supplementary notice.)	Watson's Bay ...	General Post Office and Watson's Bay, via St. Mark's and Waverley.	Twelve ...	Omnibus, 2 or more horses.	80 0 0	31 Dec., 1875.
2	Hy. Ramsay	Botany	General Post Office, Waterloo and Botany.	do	Omnibus, 2 or more horses.	40 0 0	31 Dec., 1875.
3	W. H. Ireland	Enfield	General Post Office, Bankstown, and Upper Bankstown, via Camperdown, Petersham, Ashfield, Enfield, and Bark Huts.	Six	Omnibus, 2 horses.	50 0 0	31 Dec., 1875.
4	Wm. Lowe	Tempe	General Post Office, St. Peter's, and Tempe	Twelve ...	Coach drawn by 2 horses. Horseback	105 0 0	31 Dec., 1875.
			St. Peter's, Kogarah, and Gannon's Forest.	Six			
5	Jas. Chullinor	Coogee	General Post Office, Randwick and Coogee.	Twelve ...	1-horse vehicle.	40 0 0	31 Dec., 1874.

* Contractor allowed £20 per annum extra from 1st January to 28th February, 1874, for calling at Woollahra Post Office.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 12th January, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
1	Edward M'Namara	108, Dowling-street, Sydney.	MISCELLANEOUS LINE. General Post Office, Sydney, and Wharfs, on arrival and departure of English Mails.	No. of times per week.	Spring vans and drays.	£ s. d. 80 0 0	1874. 31 March, and thereafter from month to month.*

* Contract to terminate on one month's notice on either side.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 1st February, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addresses.					
*131	F. C. Lloyd	Bland, near Grenfell.	SOUTHERN ROAD. Grenfell, Morangarell, and Elliott's, at the Rocks, or Temora.	No. of times per week. Twice.....	Horseback	£ s. d. 150 0 0	1875. 31 Dec.
131	George Taylor	Brewarrina	NORTHERN ROAD. Brewarrina and Gongolgon.....	Once	Waggonette, 2 horses	55 10 0	1874. 31 Dec.
91	Edward Donnelly.....	Wammerawa ...	WESTERN ROAD. Quambone and Carinda (Warren Creek).	Once	Horseback	60 0 0	1875. 31 Dec.

* Contractor allowed £20 per annum extra to travel alternately via Narraburra, Yeo Yeo Creek, and Geraldra, from 15th September, 1874.

C—continued.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 1st February, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor	Date of Termination of Contract.
	Name.	Address.					
92	John Beatty	Glanmire	WESTERN ROAD. Raglan and Glanmire	No. of times per week. Six	Horseback	£ s. d. 60 0 0	1875. 31 Dec.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 1st March, 1874.

No.	Contractor's		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addresses.					
*93	Robert Burney	Parkes	WESTERN ROAD. Orange, Parkes, and Billabong, via Boree and Bumberry.	No. of times per week. Twice	Three-horse coach.	£ s. d. 225 0 0	1875. 31 Dec.
132	Peter John Hartnett ...	Tarcutta Creek, via Tarcutta.	SOUTHERN ROAD. From Tarcutta to Tresillian's, via Oberne, returning to Tarcutta via Hartnett's and Nugent's, on the south side of the Tarcutta Creek.	do	Horseback	34 10 0	1874. 31 Dec.
132	John Powell	Gulgong	NORTHERN ROAD. Denison Town and Gulgong ...	Once	do	50 0 0	31 Dec. 1875.
133	John M'Lennan	Barrington River	Gloucester and Barrington River, via Young's.	Twice ...	do	26 0 0	31 Dec.

* Contractor allowed £150 per annum extra to convey mails an extra once a week, on horseback, from 15th August, 1874, or £175 per annum if extra mail be conveyed by coach.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 1st March, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
134	Henry S. Carpenter	Miller's Forest ...	NORTHERN ROAD. Morpeth and Miller's Forest Post Offices (or 1 mile beyond the present site of Miller's Forest Post Office, in case of the removal of that Office.	No. of times per week. Six	Horseback	£ s. d. 54 0 0	1875. 31 Dec.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 1st April, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts
	Names.	Addresses.					
94	Joseph Hull	Talbragar, via Dubbo.	WESTERN ROAD. Dubbo and Gulgandra, via Terra- mungamine, Talbragar Bridge, and Coal Boggie Creek.	No. of times per week. Two	Horseback	£ s. d. 80 0 0	1874. 31 Dec.
*24	D. N. Morrison	Walgett	Coonamble and Walgett, via Nebea, Urawilky, Terembone, and Bogawan (to follow the Castlereagh River between Bogawan and Walgett, travel- ling via Kidgear, Yowendah, and Euroka.†	One	do	137 0 0	1876. 31 Dec.
133	W. Rixon	Bega	SOUTHERN ROAD. Merimbula and Candelo, on arrival and departure of steamers.	.....	do	17 0 0	1874. 31 Dec.

* Contractor allowed £10 per annum extra to travel via Billeroo, Colwell's Station, from 1 May. † In lieu of Contract No. 24, Western Road, in general list.

C—continued.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addresses.					
135	Cobb & Co.	Sydney	NORTHERN ROAD. Glen Innes, Tent Hill, and Vegetable Creek.	No. of times per week. Three.....	Coach.....	£ s. d. 150 0 0	Contract to terminate at three months notice on either side. 1876. 31 Dec. 1875. 31 Dec.
*87	D. N. Morrison	Walgett.....	Walgett, Yarrambah, Goodooga, and Brenda, Tate's Station, Cudgong River, via "Gideon's Inn," Forrester's on the Barwon and Narran Rivers, Thorold's on Bokhara River, and Currawillinghi.	One	Horseback	137 0 0	
†84	M. Reddon	Millie.....	Walgett, Mogil Mogil, and Mungindie, via Collarenebri and Barrington.	do	do	120 0 0	

* In lieu of Contract No 87, Northern Road, in general list † In lieu of Contract No. 84, Northern Road, in general list.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 15th April, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addresses.					
*52	W. A. Collier	Queanbeyan	SOUTHERN ROAD. Queanbeyan, Lanyon, and Cuppacumbalong.	No. of times per week. Three.....	Horseback	£ s. d. 40 0 0	1876. 31 Dec.
136	C. J. Conway	Brewarrina	NORTHERN ROAD. Brewarrina and Enngonia, via the "Horse and Jockey Hotel" (Bires), Bires Station, Cocklerina, Kinibri, Coless', Corella, and Lidnapper.	One	do	125 0 0	31 Dec.

* In lieu of Contract No. 52, Southern Road, in general list.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 1st May, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addresses.					
95	J. Greenland	Tenandra	WESTERN ROAD. Warren and Tenandra	No. of times per week. One	Horseback	£ s. d. 33 0 0	1874. 31 Dec.
*73	W. R. Stone	Forbes	Forbes, Monwonga, and Coudobolin.	Two	2-horse buggy.	140 0 0	31 Dec.
134	J. W. Turner	Wagga Wagga	SOUTHERN ROAD. Clarendon and Wagga Wagga, via Oura, Eunonyhareenyha.	do	Horseback or coach.	100 0 0	1876. 31 Dec.

* In lieu of Contract No. 73, Western Road, in general list.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 1st June, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addresses.					
96	Phillip Anschaw	Rylstone	WESTERN ROAD. Rylstone and Dungaree	No. of times per week. Two	Horseback	£ s. d. 30 0 0	1874. 31 Dec.
*53	Robert Williams	Jindabyne	SOUTHERN ROAD. Cooma and Buckley's Crossing-place, via Gagedzerick, Claremount, and Woolway.	do	Once a week horseback, once a week vehicle.	119 0 0	1875. 31 Dec.
†67	P. Malone & J. Pooley	Queanbeyan	Goulburn, Collector, Gundaroo Township, Gundaroo, Ginninderra, Canberra, and Queanbeyan, via the Lake; or to and from Goulburn, Collector, Gundaroo Township, Gundaroo, Ginninderra, Canberra, and Queanbeyan, via Thompson's marked tree line.	Three.....	Vehicle, one or more horses.	462 8 0	‡

* In lieu of Contract No 53, Southern Road, in general list. † In lieu of Contract No. 67, Southern Road, in general list
‡ To terminate upon the extension of the Railway to any point beyond Goulburn from which the mails can be conveyed to Queanbeyan

C—continued.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 1st July, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contract.
	Name.	Address.					
			WESTERN, SOUTHERN, AND NORTHERN ROADS.	No. of times per week.		£ s. d.	
			Raglan Railway Station, and Post Offices, Raglan, Kelso, Bathurst, Dunkeld, Vittoria, Guyong, Lucknow, and Orange	Six	Coach, four horses.		
			Wallerawang Railway Station, and Post Offices, Wallerawang, Lidsdale, Cullen Bullen, Ilford, Cudgegong, Apple-tree Flat, and Mudgee.	do	do		
			Bathurst, Peel, Wattle Flat, and Sofala.	do	do		
			Bathurst, Caloola, Long Swamp, and Trunkey Creek, via Denis Island.	Three ...	Horseback, or by coach two or four horses.		
			Bathurst, Evan's Plains, Blayney, and Carcoar; and	Six	Buggy or coach, two or four horses.		
			Carcoar, Lyndhurst, Sheet of Bark, and Cowra.	Three ...	Coach, two or four horses.		
			Wellington, Montefiores, and Dubbo.	Six	do		
			Dubbo, Warren, Cannonbar, Gongolgon, and Bourke.	Two	do		
	*Cobb & Co.	Sydney	Railway Station, Goulburn, and Post Offices, Goulburn, Mutt Billy, Gunning, Yass, Bookham, Jugiong and Gundagai.	Six	Coach, four horses.	14,746 5 7	1876. 31 Dec.
			Gundagai, South Gundagai, Adelong Crossing-place, Illias Creek, Tarcutta, Garryowen, Ten-mile Creek, Bowna, Thurgona, and Albury.	do	Coach, two, three, or four horses.		
			Murrumburrab, Coramundra, Junee, and Wagga Wagga via Belhungta and Conjugong.	Three	Buggy or coach, two or four horses.		
			Wagga Wagga, Urana, Jerecleric, Conargo, and Deniliquin, via Broogong.	Four	Coach, two or four horses.		
			Armidale, Falconer, and Glen Innes, via Ben Lomond, with a branch mail from Armidale to Puddledock.	Three ...	do		
			Glen Innes, Dundee, Deepwater, Tenterfield, and Maryland.	.....	Horseback		
			Glen Innes, Dundee, Deepwater, Tenterfield, and Maryland.	Three ...	Coach two or four horses.		
			Bendemeer, Bundarra, Stanborough, Middle Town, and Inverell, via Carlisle Gully.	Two	do		

* In lieu of Contracts No. 1, Western and Southern Roads, and Nos. 59, 43, 55, and 62, Western Road, 82, Southern Road, and 70, Northern Road, in general list.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 1st July, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addresses.					
*1	William Ashley	Parramatta	WESTERN ROAD. Railway Station and Post Office, Parramatta, including the clearing of all iron letter receivers at Parramatta.	No. of times per week. Four times or oftener daily.	Horseback, or by carriage if required.	£ s. d. 70 0 0	1875. 31 Dec.
97	William Webb	Spring Grove ...	Guyong and Spring Grove	Two	Horseback	20 0 0	1874. 31 Dec.

* In lieu of Contract No. 1, Western Road, in general list.

C—continued.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 1st August, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
137	Henry E. Bennett	Fernmount	NORTHERN ROAD. Fernmount (Bellenger River) and Grafton, via Nicholson's, Glenreagh, and Coutts' Crossing, Kangaroo Creek (to travel in time of flood by the Bridge on the Old Armidale Road).	No. of times per week. One	Horseback	£ s. d. 120 0 0	1875. 31 Dec.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 1st August, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
*83	Crawford & Co.	Albury	SOUTHERN ROAD. Wagga Wagga, Cookardinia, and Albury, via Mangoplah and Gerogery. (Contractors to carry out a six times a week service if required, at £300 per annum)	No. of times per week. Three.....	Two-horse coach.	£ s. d. 600 0 0	1876. 31 Dec.

* In lieu of Contract No. 83, Southern Road, in general list.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 15th August, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
*73	Edward H. Allen.....	Forbes	WESTERN ROAD. Forbes, Mounwonga, and Con-dobohn.	No. of times per week. Two	Horseback	£ s. d. 177 0 0	1876. 31 Dec.

* In lieu of Contract No. 73, Western Road, in general list.

PARTICULARS of Contracts entered into for the Conveyance of Post Office Mails, from the 1st September, 1874.

No.	Contractors'		Postal Lines.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractors.	Date of Termination of Contracts.
	Names.	Addressea.					
98	William P. Hennessy ...	Wellington	WESTERN ROAD. Wellington and Obley, via the Little River.	No. of times per week. One	Horseback	£ s. d. 48 0 0	1874 31 Dec.
99	Stephen Byrnes	Eauabalong	Eauabalong and Lake Cudgellico. (Contractor to adopt same route as travelled by private mail.)	Two	do	80 0 0	1875. 31 Dec.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 15th September, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
*1	Robert Meredith	Sydney	SUBURBAN LINE. General Post Office, Sydney, and Post Offices, Woolloomooloo, St. Mark's, and Watson's Bay.	No. of times per week. Twelve ...	Coach, two horses.	£ s. d. 65 0 0	1876. 31 Dec.

* In lieu of No. 1 Contract, Suburban line, in general list.

C—continued.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 21st September, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
*36	Richard John Fitzgerald	West Maitland...	NORTHERN ROAD. West Maitland, Bishop's Bridge, Millfield, Cessnock, and Wollombi, with a branch mail to and from Millfield and Ellalong.	No. of times per week. Three.....	Coach, two or more horses, or on horse-back.	£ s. d. 135 0 0	1876. 31 Dec.

* In lieu of Contract No. 36, Northern Road, in general list.

PARTICULARS of a Contract entered into for the Conveyance of Post Office Mails, from the 1st October, 1874.

No.	Contractor's		Postal Line.	Frequency of Communication.	Mode of Conveyance.	Annual Amount payable to Contractor.	Date of Termination of Contract.
	Name.	Address.					
*5	Jas. Waterworth	Camden.....	SOUTHERN ROAD. To and from Railway Station, Campbelltown, and Post Offices, Campbelltown, Appin, Woonona, and Wollongong.	No. of times per week. Six	Covered coach, two or more horses.	£ s. d. 460 0 0	1876. 31 Dec.

* In lieu of Contract No. 5, Southern Road, in general list.

D.

RETURN showing the number and amount of Money Orders issued, and the number and amount of Money Orders paid at each Office in New South Wales, during the year 1874.

Name of Office.	Orders Issued.		Orders Paid.		Name of Office.	Orders Issued.		Orders Paid.	
	Number.	Amount.	Number.	Amount.		Number.	Amount.	Number.	Amount.
Aberdeen	91	£ s. d. 359 8 9	25	£ s. d. 130 13 9	Chambers Creek...	95	£ s. d. 579 3 2	28	£ s. d. 193 0 8
Adaminaby.....	175	727 6 5	11	41 5 5	Condobolin.....	.....	.....	1	4 16 10
Adelong	728	2,856 18 1	210	848 12 9	Coahla	201	747 19 10	38	304 18 2
Albury	318	930 0 10	420	1,752 19 5	Cooma.....	776	3,088 4 4	228	970 8 6
Appin	51	207 2 1	29	118 3 6	Coonabarabran ...	2,243	19,665 3 5	34	159 16 11
Araluen	403	1,332 3 10	386	1,314 10 5	Coonamble	182	736 8 9	27	118 10 4
Armidale	954	3,891 7 3	748	3,378 2 3	Cooranbong	148	498 8 5	29	192 7 5
Ashfield	135	439 12 1	119	472 13 1	Corowa	236	756 2 5	50	263 11 3
Avisford	30	153 14 3	10	47 15 0	Cow Flat	259	1,072 12 7	40	206 18 0
Ballina	292	1,779 11 7	64	373 9 4	Cowra	718	4,872 13 11	51	240 1 6
Balmain	301	1,015 8 1	341	1,371 2 8	Cundletown	57	190 18 5	24	97 6 0
Balranald	151	643 2 6	28	132 14 6	Currawang	131	650 15 0	24	101 13 0
Barraba	178	715 9 8	22	124 6 11	Dalmorton	59	211 12 2	13	61 1 8
Bateman's Bay ...	220	1,281 13 9	9	30 15 11	Deniliquin	286	967 0 3	132	416 18 7
Bathurst.....	2,056	8,497 9 8	2,209	9,303 5 11	Denman	165	557 7 7	35	149 10 10
Bega	602	2,254 4 0	111	524 5 4	Dubbo.....	578	2,393 5 6	195	818 0 10
Bendemeer	158	588 9 2	37	178 5 11	Dungog	553	3,766 15 7	79	475 10 1
Berrima	261	727 5 6	94	422 15 0	East Maitland ...	507	1,779 4 4	292	1,125 8 1
Binalong.....	137	550 0 1	11	33 4 1	Eden	554	4,001 7 3	75	315 0 4
Bingera	310	1,554 18 8	72	473 11 7	Emu	60	296 17 3	64	209 17 2
Blayney	119	435 1 2	42	190 5 6	Enston	96	566 15 5	7	37 1 3
Bodalla	380	3,121 1 3	10	47 13 0	Fernmount.....	126	657 17 5	29	145 8 6
Bombala.....	693	3,590 13 4	119	421 13 1	Forbes.....	535	2,188 17 5	194	702 4 9
Botany	35	103 7 7	13	56 9 4	Gladstone	109	398 3 11	7	40 15 0
Bourke	561	2,382 9 6	56	215 16 1	Glebe	75	202 11 4	85	367 4 9
Bowenfels	73	279 13 1	50	242 10 3	Glen Innes.....	632	2,828 8 9	211	922 2 2
Bowna.....	16	46 4 9	3	3 4 0	Goderich.....	30	140 3 0	4	21 9 3
Braidwood	736	2,497 9 3	425	1,584 9 2	Gosford	386	2,034 5 5	87	495 19 2
Branxton	446	2,150 2 0	234	1,414 7 5	Goulburn	1,794	6,250 17 9	1,545	5,859 9 0
Brewarrina.....	250	1,133 8 1	11	51 3 2	Grafton	1,161	4,889 4 4	576	2,775 1 5
Bringelly	38	92 18 6	26	94 14 3	Greenville	551	1,850 5 3	360	1,309 16 0
Broughton Creek..	156	606 3 6	20	61 19 2	Gulgong	1,082	4,380 17 0	442	1,809 15 2
Bundarra	247	1,340 16 7	41	260 17 9	Gundagai	653	2,479 11 6	189	701 19 2
Bungendore	207	759 11 10	66	253 13 9	Gundaroo	142	423 7 9	36	192 10 11
Burrowa	456	1,830 14 10	37	366 8 9	Gunnedah	748	4,469 17 0	112	579 6 11
Burwood.....	60	128 1 9	83	479 6 7	Gunning.....	579	2,810 9 2	79	350 11 5
Camden	235	733 17 5	241	1,181 9 9	Guyong	63	189 17 9	36	167 17 4
Campbelltown ..	350	1,282 12 1	189	691 17 7	Hargraves	80	250 8 5	23	90 16 10
Camperdown	27	79 7 9	88	375 5 9	Hartley	601	4,248 10 6	73	371 11 1
Cannonbar	106	454 16 1	16	69 15 3	Hay.....	302	1,207 9 8	94	333 19 10
Carcoar	486	1,770 18 9	171	832 15 10	Hexham	81	295 6 1	172	714 7 6
Cargo	199	911 7 0	51	232 12 11	Hill End.....	1,143	4,109 15 2	683	2,484 4 11
Casino.....	272	973 6 11	110	435 18 6	Hoskins Town ...	12	48 18 5	5	11 6 6
Cassilis	1,205	10,134 5 8	69	307 10 10	Home Rule.....	457	1,665 14 2	140	667 5 8
Clarence Town ...	210	700 7 9	60	350 13 11	Inverell.....	1,238	6,449 6 10	194	864 11 0

D—continued.

Name of Office.	Orders Issued.		Orders Paid.		Name of Office.	Orders Issued.		Orders Paid.	
	Number.	Amount.	Number.	Amount.		Number.	Amount.*	Number.	Amount.
		£ s. d.		£ s. d.		£ s. d.		£ s. d.	
Ironbarks	295	1,480 13 0	72	282 5 6	Redfern	252	784 9 1	285	904 17 7
Jamberoo	84	327 6 1	85	127 2 10	Roedy Flat	59	290 11 4	6	14 9 7
Kelso	247	1,079 3 4	106	555 1 11	Richmond	364	1,046 15 7	157	618 10 10
Kempsey	325	1,470 11 0	141	535 12 0	Rockley	168	665 13 4	25	88 11 9
Kiama	693	2,610 7 11	196	696 15 7	Rocky Mouth	296	1,812 0 7	35	165 9 3
Kiandra	304	1,707 18 10	35	186 6 10	Rydal	257	893 16 10	123	629 19 1
Lambton	634	3,676 15 7	64	199 16 5	Rylstone	167	708 6 5	29	123 6 0
Lawrence	161	605 16 8	34	127 7 5	Ryde	77	200 18 0	48	188 14 8
Lidsdale	215	938 0 1	126	691 13 9	St. Leonards	101	321 16 1	63	302 10 4
Lionsville	112	535 9 0	23	110 9 6	Seone	598	2,332 19 11	214	1,260 10 4
Lismore	372	1,876 12 10	70	397 15 4	Singleton	1,011	4,301 10 4	826	4,136 15 10
Lithgow	406	1,770 2 5	15	65 2 10	Sofala	376	1,323 12 0	99	440 19 7
Little Hartley	158	468 15 2	18	103 12 11	Solferino	111	564 3 7	27	96 3 4
Liverpool	313	1,124 18 5	233	843 11 7	Stroud	375	2,373 14 9	52	259 7 1
Lochinvar	101	349 19 2	270	1,437 7 9	Tambaroora	176	481 15 2	96	264 7 1
Lucknow	99	472 12 9	30	152 4 6	Tamworth	1,203	4,855 12 10	704	3,609 13 2
Lunatic Resis.	58	272 6 10	13	84 1 9	Tarnalga	69	277 11 8	34	187 17 8
Major's Creek	174	590 6 7	93	309 15 8	Tarcutta	89	390 12 3	15	108 2 6
Manly	29	77 7 5	38	114 14 9	Taree	289	1,524 5 0	71	316 18 10
Maryland	18	85 5 8	5	26 19 0	Ten-mile Creek	276	1,045 11 0	19	119 6 8
Merimbula	189	823 6 11	61	183 11 6	Tenterfield	436	1,943 5 11	118	582 12 1
Merriwa	281	1,083 3 0	49	213 19 8	Terara	323	1,094 13 8	68	199 12 5
Michelago	80	277 14 11	12	61 19 11	Toocumwal	78	313 9 7	13	58 16 0
Milton	140	539 16 4	28	104 9 3	Trunkoy Creek	236	1,179 10 4	192	806 11 11
Moama	116	248 15 11	17	72 2 3	Tuana	221	1,136 6 4	31	201 6 0
Molong	1,390	11,875 11 3	74	304 4 8	Tumberumba	83	372 14 2	25	89 17 9
Molonglo	61	232 5 11	5	27 10 0	Tumut	465	1,883 2 11	157	603 0 7
Monga	83	379 14 1	1	2 0 0	Twiced Junction	7	17 13 6	3	22 0 0
Mooroowoolen	237	797 19 3	123	588 14 11	Ulladulla	52	161 0 6	28	111 16 7
Morpeth	336	1,129 11 1	286	1,205 9 4	Ulmarra	175	662 5 4	40	247 14 2
Moruya	849	4,352 11 8	240	1,095 3 0	Uralla	629	3,759 2 9	120	603 13 4
Mossvale	262	840 7 1	110	397 9 7	Urana	191	678 3 6	25	142 4 0
Mudgee	1,548	6,490 5 4	571	2,489 1 11	Vegetable Creek	905	5,391 3 3	39	203 19 0
Murrumburrah	187	736 9 6	70	427 16 9	Wagga Wagga	997	4,457 19 3	359	1,488 13 4
Murrurundi	1,714	8,838 16 4	755	3,196 18 10	Walcha	301	1,379 8 0	62	259 10 5
Muswellbrook	801	3,006 13 3	382	1,727 5 2	Walgett	246	1,454 12 2	28	159 15 3
Narrabri	455	2,162 12 1	130	650 11 0	Wallsend	1,047	4,787 2 3	112	475 6 7
Nattai	433	1,287 2 0	198	950 13 6	Warntah	435	1,733 15 7	79	312 2 7
Nelligon	329	1,137 4 10	34	141 19 8	Warraldra	346	2,057 10 8	33	195 11 9
Nerrigundah	112	412 3 1	22	90 9 11	Warren	49	282 16 0	23	102 1 0
Newcastle	3,256	12,721 7 6	1,428	5,559 13 6	Waterloo	130	371 7 3	220	663 10 4
Newtown	415	1,454 7 11	524	1,947 4 1	Watson's Bay	8	13 19 8	5	12 2 0
Nimitybelle	146	494 7 0	16	52 8 8	Wattle Flat	217	775 7 11	105	534 17 10
Nowra	161	707 5 1	44	198 16 4	Wee Waa	256	1,008 11 4	20	86 7 6
Numba	150	681 1 1	25	115 1 6	Wellingrove	44	206 13 1	10	37 5 6
Nundle	373	1,747 18 11	173	1,067 12 0	Wellington	455	1,984 9 3	163	780 1 9
Oberon	216	907 5 9	62	369 15 8	Wentworth	217	910 11 9	23	88 4 0
Obley	69	300 14 0	9	32 0 6	West Kempsey	39	167 1 10	4	29 7 6
Ophir	...	...	...	...	West Maitland	1,342	5,384 14 1	2,455	11,403 2 11
Orange	1,337	4,984 17 2	618	2,889 16 10	Wilcannia	122	633 8 11	33	168 2 4
Oxford-street	747	2,714 16 4	483	1,564 18 3	William-street	566	2,251 11 10	185	697 10 7
Paddington	213	762 19 5	187	722 19 10	Windeyer	86	459 7 6	33	170 12 0
Parkes	1,536	6,555 14 10	322	1,521 17 10	Windsor	453	1,680 12 5	454	1,968 0 11
Parramatta	485	1,956 11 4	941	3,902 10 8	Wingham	332	2,333 3 1	28	147 13 6
Parramatta-street	407	1,427 7 11	192	757 5 6	Wiseman's Ferry	36	132 1 0	16	63 9 3
Paterson	381	2,691 6 2	68	424 1 1	Wollombi	264	1,174 8 3	69	450 16 10
Penrith	372	1,305 4 10	267	1,041 1 10	Wollongong	773	3,047 17 3	306	1,160 4 7
Petersham	6	16 0 7	14	67 7 2	Wombat	91	341 1 0	46	283 3 1
Pieteron	198	649 18 3	83	364 11 11	Woollahra	56	158 1 2	77	283 8 0
Pilliga	125	344 15 7	3	15 17 9	Woonona	162	667 11 10	36	123 8 2
Port Macquarie	627	2,948 9 4	145	762 12 7	Yass	932	3,792 14 0	455	1,759 8 2
Pymont	126	419 12 3	83	356 10 9	Young	921	3,541 12 7	508	2,124 7 3
Queanbeyan	690	2,425 8 0	208	795 19 3	Sydney	11,740	51,272 12 8	51,407	249,256 15 1
Raymond Terrace	197	752 10 11	181	869 11 2					
						95,057	430,505 6 1	86,005	399,059 13 6

E.

GOVERNMENT SAVINGS' BANK.

RETURN showing the names of the various Branches, the dates of their establishment, the number of Accounts opened, the number of Accounts closed, and the total number and amount of Deposits and Withdrawals, during the year 1874; also the amount at the credit of Depositors on 31st December, 1874.

Table with columns: Name of Branch, Date of establishment, Number of Accounts open at close of 1873, Number of Accounts opened during 1874, Number of Accounts closed during 1874, Number of Accounts remaining open at close of 1874, Balances on 31 December, 1873, Total Deposits including interest (Number, Amount), Total Withdrawals (Number, Amount), Balances at Credit of Depositors at close of 1874. The table lists 100+ branches and concludes with a Total row.

GOVERNMENT SAVINGS' BANKS.

Statement of Accounts, from 1st January to 31st December, 1874.

ACCOUNT of all Deposits received and paid from 1st January to 31st December, 1874, together with a statement of the total amount due to all Depositors at the close of 1874.

	£	s.	d.		£	s.	d.
Balance brought forward from 1873.....	206,069	17	5	By Amount of Repayments during 1874...	144,851	8	4
To Cash received from Depositors during 1874	232,522	7	1	Balance as per S. B. Ledgers.....	£302,373	0	1
Interest added to Depositors' Accounts for 1874	9,372	6	9	Unpaid Warrants.....	740	2	10
	£	447,964	11 3		£	303,113	2 11
					£	447,964	11 3

LIABILITIES.	£	s.	d.	ASSETS.	£	s.	d.
To Balance due to all Depositors at close of 1874, including interest	303,113	2	11	By Amounts invested in New South Wales Four per cents—			
				In the purchase of £30,000 0 0 at par	30,000	0	0
				Ditto ditto of £267,894 14 9 at £95	245,000	0	0
				Cash in Treasury, not invested	14,072	1	0
				Ditto in hands of Controller	4,564	6	10
				Balance, being deficiency of Assets, 31st December, 1874.....	9,476	15	1
	£	303,113	2 11		£	303,113	2 11

Profit and Loss Account.

	£	s.	d.		£	s.	d.
Balance brought forward from 1873	6,345	10	10	By Interest on Investments for 1874	7,057	5	5
To Departmental expenses for 1874	609	13	4	Balance to 31st December, 1874	9,476	15	1
Commission to Country Postmasters ...	206	9	7				
Interest for 1874, added to Depositors' Accounts	9,372	6	9				
	£	16,534	0 6		£	16,534	0 0

F. W. HILL, Controller.
Savings' Bank Department, Sydney, 10 March, 1875.

J. F. BURNS,
Postmaster General.

I certify that the foregoing Statement of Accounts has been examined and found to correspond with the Books and Accounts of the Government Savings' Bank; and I further certify that the amounts stated to be invested in New South Wales 4% Stock are so invested.
30 March, 1875.

C. ROLLESTON, A.G.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

 REPORT FROM THE SELECT COMMITTEE

ON

 LETTER ADDRESSED TO MM. ROCHEFORT
 AND GROUSSET;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

 ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
1 *June*, 1875.

 SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

1875.

1875.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 32. TUESDAY, 4 MAY, 1875.

11. LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET:—Mr. Buchanan moved, pursuant to Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire and report whether the Post Office authorities of Sydney have delivered to the French Consul here, or to the French authorities anywhere, a letter, entrusted to their care, addressed to MM. Rochefort and Paschal Grousset, Switzerland or Belgium.
- (2.) That such Committee consist of Mr. Robertson, Mr. Farnell, Mr. Fitzpatrick, Mr. Burns, Mr. Garrett, Mr. Lackey, Mr. Hay, Mr. Warden, Mr. Cunneen, and the Mover.
- (3.) That the Proceedings and Evidence, &c., taken before the Select Committee on this subject during the Session of 1874, be laid upon the Table, with a view to being referred to this Committee. Debate ensued.
- Question put and passed.
- And the Clerk having laid the Documents upon the Table,—
- Mr. Buchanan (*with the concurrence of the House*) moved, without Notice, that the Minutes of Proceedings and Evidence, &c., on the subject of the "Letter addressed to MM. Rochefort and Grousset," just laid upon the Table by the Clerk, be referred to the Committee now appointed on that subject.
- Question put and passed.

VOTES No. 37. TUESDAY, 11 MAY, 1875.

7. LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET (Member of Legislative Council as a witness) :—Mr. Fitzpatrick moved, *without previous Notice*, That the following Message be carried to the Legislative Council:—

MR. PRESIDENT,

The Legislative Assembly having appointed a Select Committee on "Letter-addressed to MM. Rochefort and Grousset," and that Committee being desirous to examine the Honorable Saul Samuel, C.M.G., Member of the Legislative Council, in reference thereto, requests that the Legislative Council will give leave to its said Member to attend and be examined by the said Committee, on such day and days as shall be arranged between him and the said Committee.

Legislative Assembly Chamber,
Sydney, 11th May, 1875.

Question put and passed.

VOTES No. 38. ENTRY 8. WEDNESDAY, 12 MAY, 1875.

- (1.) Letter addressed to MM. Rochefort and Grousset:—

MR. SPEAKER,

In answer to the Message from the Legislative Assembly, dated the 11th instant, requesting leave for the Honorable Saul Samuel, C.M.G., Member of the Legislative Council, to attend and be examined before a Select Committee of the Legislative Assembly on "Letter addressed to MM. Rochefort and Grousset,"—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, 12th May, 1875.

JOHN HAY,
President.

VOTES No. 51. TUESDAY, 1 JUNE, 1875.

2. LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET:—Mr. Buchanan, as Chairman, brought up the Report from, and laid upon the Table the Minutes of Proceedings of, and of Evidence taken before, the Select Committee for whose consideration and report this subject was referred on the 4th May, 1875, together with Appendix.
Ordered to be printed.

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1875.

LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 4th May, 1875,—“with power to send for persons and papers, to inquire and report whether the Post Office authorities of Sydney have delivered to the French Consul here, or to the French authorities anywhere, a letter entrusted to their care, addressed to MM. Rochefort and Paschal Grousset, Switzerland or Belgium,” and to whom were referred, on the same date, “the Proceedings and Evidence, &c., taken before the Select Committee on this subject during the Session 1874,”—have agreed to the following Report:—

1. Your Committee have examined the witnesses named in the List,* whose evidence is herewith presented, and have carefully considered that evidence and the documentary evidence appended, and, according to the evidence given by the Hon. Saul Samuel, late Postmaster General, Madame Rastoul, wife of Dr. Rastoul, wrote on an envelope what she said was the address on the letter. Mr. Samuel produced that envelope, and the address on it was as follows:—

Suisse ou Belgique.

Messieurs

Rochefort et Paschal Grousset,
évadés de la Nouvelle Calédonie.

FAIRE SUIVRE.

2. That a letter was posted at Sydney, addressed, according to a statement contained in a letter produced by Madame Rastoul, and alleged to be written by her husband, as follows:—

ANGLETERRE.

A Messieurs

Henri Rochefort, Gourde et Paschal Grousset,
évadés de la Nouvelle Calédonie, à

LONDRES.

Faire suivre à Bruxelles ou à Genève.

(BELGIQUE OU SUISSE.)

This letter will be found appended to the evidence.

3. It appears from a statement of His Excellency the Governor of New Caledonia, contained in a letter of that gentleman addressed to the Chairman of your Committee, that the letter was sent by the Post Office authorities of Sydney to New Caledonia, in the Sydney mail bag for that place.

4.

4. That in consequence of the letter in question being sent to New Caledonia, instead of to its intended destination, Madame Rastoul was expelled from New Caledonia.

5. That if the address had been as represented by Madame Rastoul to Mr. Samuel, the late Postmaster General—

Suisse ou Belgique.

Messieurs Rochefort et Grousset,
évadés de la N^{le} Calédonie,

FAIRE SUIVRE.—

it was an error on the part of the sorters at the General Post Office,—where, as in other Post Offices, the place last mentioned is taken to be the place of destination, and where the mode of sorting is generally too rapid to admit of the whole of the address being read,—to assume that the letter was for New Caledonia and to be sorted accordingly.

6. That your Committee would recommend that greater care should, in future, be taken by the Post Office officials in dealing with letters the addresses of which are in a foreign language.

DAVID BUCHANAN,
Chairman.

*No. 2 Committee Room,
Sydney, 27th May, 1875.*

PROCEEDINGS OF THE COMMITTEE.

THURSDAY, 6 MAY, 1875.

MEMBERS PRESENT:—

Mr. Buchanan,	|	Mr. Fitzpatrick,
	Mr. Warden.	

Mr. Buchanan called to the Chair.

Entry from Votes and Proceedings, appointing the Committee, and referring Minutes of Proceedings and Evidence, &c., of Session 1874, thereto, *read* by the Clerk.*Ordered*,—That the Minutes of Proceedings and Evidence, &c., referred, be printed as a Separate Appendix. (*See Separate Appendix.*)

Committee deliberated.

[Adjourned to To-morrow, at *half-past Two* o'clock.]

FRIDAY, 7 MAY, 1875.

MEMBERS PRESENT:—

Mr. Buchanan in the Chair.

Mr. Cunneen,	|	Mr. Warden,
Mr. Burns,		Mr. Hay,
Mr. Farnell,		Mr. Fitzpatrick.

Letter from Madame Rastoul, requesting permission to make certain alterations in her evidence, laid before Committee.

Committee deliberated, and decided to grant request therein made.

Chairman laid before the Committee a letter written by him to His Excellency the Governor of New Caledonia, and reply to same, which were ordered to be appended. (*See Appendices A 1 & 2.*)*Ordered*,—That M. Charles Courtin be summoned to give evidence next meeting.[Adjourned to Tuesday next, at *half-past Two* o'clock.]

TUESDAY, 11 MAY, 1875.

MEMBERS PRESENT:—

Mr. Fitzpatrick,	|	Mr. Burns,
Mr. Warden,		Mr. Farnell,
	Mr. Hay.	

In the absence of the Chairman, Mr. Fitzpatrick called to the Chair *pro tem.*M. Charles Courtin (*Chancellor to the Consul of France*), called in and examined.

Witness withdrew.

Madame Julie Lopes Rastoul called in and examined, through an Interpreter.

Letter (in French) from Dr. Rastoul, on the subject under consideration, *produced*, and translation thereof *handed in*, and ordered to be appended. (*See Appendix B.*)

Witness withdrew.

Motion made (*Mr. Burns*), and Question put,—“That the Chairman move the House that a Message be sent to the Legislative Council, requesting leave for the Honorable Saul Samuel, C.M.G., M.L.C., to attend and be examined by this Committee”—put and *agreed to.**Ordered*,—That the Hon. Saul Samuel, C.M.G., M.L.C., be requested, and S. H. Lambton, Esq., be summoned, to give evidence next meeting.[Adjourned to Thursday next, at *half-past Two* o'clock.]

THURSDAY, 13 MAY, 1875.

MEMBERS PRESENT:—

Mr. Buchanan in the Chair.

Mr. Farnell,	|	Mr. Warden,
	Mr. Fitzpatrick.	

The Clerk laid before the Committee a letter to the Speaker from the French Consul, in reference to the summons sent to M. Courtin, and the Speaker's reply thereto, which were *read* by the Clerk, as follow:—

“Consulat de France,
“Sydney, 10 mai, 1875.

“Monsieur Le Président,

“M. Courtin, Chancelier de ce Consulat, m'a communiqué, ainsi qu'il le devait, une invitation signée de M. Stephen W. Jones, Secrétaire de l'Assemblée Législative, à l'effet de paraître devant un comité spécial, et de donner des renseignements au sujet d'une lettre adressée aux Sieurs Rochefort et Grousset.

“Je dois, Monsieur Le Président, vous soumettre respectueusement quelques observations au sujet de cette invitation. Dans la forme d'abord, deux erreurs me paraissent avoir été faites par le Secrétaire de l'Assemblée, qui n'aura sans doute pas suivi les instructions qui ont dû lui être données.

“En

" En premier lieu, comme la question dont il s'agit pouvait se rapporter à des actes du Consulat et non à des actes particuliers de l'un des agents du Consulat, et semble que c'est au Consul que l'on aurait dû s'adresser pour obtenir la présence d'un de ses agents devant le comité nommé par l'Assemblée Législative.

" En second lieu, comme les Consuls reçoivent directement leur Exequatur du Gouvernement métropolitain et sont officiellement accrédités près de Son Excellence M. Le Gouverneur, Représentant de sa Majesté, il semble que dans une question à laquelle l'Assemblée attache une certaine gravité, c'est de son Excellence M. Le Gouverneur lui-même que cette invitation eût dû émaner.

" Enfin, si comme l'Assemblée le suppose dans l'espèce, la lettre en question avait été l'objet de mesures prises par l'ordre du Consul, ces mesures étant prises dans l'exercice et à l'occasion de ses fonctions échapperaient à l'appréciation de toute juridiction territoriale et il n'aurait à répondre à aucune enquête.

" Cependant, Monsieur Le Président, comme je n'ai rien tant à cœur que de montrer en toute occasion mon respect et ma déférence pour les Assemblées nationales de cette colonie, j'ai autorisé le Chancelier de ce Consulat à se rendre à l'invitation du comité, et à répondre aux questions qui pourront lui être adressées.

" Mais, je crois de mon devoir d'ajouter que ce fait, tout en dehors, et contraire même aux conventions diplomatiques internationales, ne saurait constituer de précédent pour l'avenir.

" Veuillez agréer, Monsieur Le Président, les hommages de mon profond respect.

" Le Consul de France,

" G. EUG. SIMON."

" Monsieur Le Président de l'Assemblée Législative
" de la N^o Galles du Sud."

(Translation.)

" Consulate of France,
" Sydney, 10 May, 1875.

" Mr. President,

" M. Courtin, Chancellor of this Consulate, has communicated to me in due course a request, signed by Mr. Stephen W. Jones, Clerk of the Legislative Assembly, that he should appear before a Select Committee and give evidence on the subject of a letter addressed to Messieurs Rochefort and Grousset.

" I beg to submit to you respectfully some observations on the subject of this request. In point of formality, in the first place, two mistakes appear to me to have been made by the Clerk of the Assembly, who has doubtless not adhered to the instructions given to him.

" First, as the question under consideration might appertain to the action of the Consulate, and not to that of one of its officers, it seems to me that it was to the Consul that he should have applied in order to obtain the presence of one of its officers before the said Committee of the Legislative Assembly.

" Second, as the Consuls receive their exequatur direct from the Government of their Country, and are officially accredited by His Excellency the Governor as representative of Her Majesty, it would seem that in a question to which the Assembly attaches some degree of importance, this request should have proceeded directly from His Excellency the Governor.

" In conclusion, if, as the Assembly supposes, in this case the letter in question had been the object of measures taken by order of the Consul, those measures being taken in the exercise and discharge of his functions, he would be freed from the interference of any territorial jurisdiction, and would not have to reply to any inquiry.

" However, Mr. President, as I have nothing more at heart than to show on all occasions my respect and deference for the National Assemblies of this Colony, I have authorized the Chancellor of this Consulate to comply with the request of the Committee, and to answer any questions that may be addressed to him.

" But I consider it my duty to add that this act, which is quite beside and contrary to all international diplomatic conventions, should not be drawn into a precedent.

" Accept, Mr. President, the assurance of my most profound respect,—

G. EUG. SIMON.

" The President of the Legislative Assembly of New South Wales."

" Speaker's Room, Legislative Assembly,
" 11 May, 1875.

" My dear Consul,

" I have the honor to acknowledge your letter of yesterday, in reference to the request made to the Chancellor of the 'Consulat de France'—M. Courtin—on behalf of a Select Committee of this House, to attend and give evidence upon the subject referred for their consideration.

" The letter of the Clerk of the Legislative Assembly to M. Courtin was sent by the direction of the Chairman of the Committee, and it did not occur to him that it would be more in accordance with propriety, as I freely admit that it would have been, to make application to you, as Consul, to grant permission for M. Courtin's attendance.

" I regret that there should have been the slightest appearance of want of courtesy to the Consul of France. Nothing was further from the intention of the Clerk of the Assembly or of the Committee.

" I desire to convey to you my thanks for your readiness in giving permission to M. Courtin to attend and give evidence before the Committee.

" I have communicated to the Chairman of the Committee your letter and my reply.

" I have the honor to be,

" My dear Consul,

" Your obedient servant,

" G. WIGRAM ALLEN,

" Speaker."

" M. le Consul de France."

Entry

Entry from Votes and Proceedings granting leave to the Honorable Saul Samuel, C.M.G., M.L.C., to attend and give evidence before the Committee, *read* by the Clerk.
 The Honorable Saul Samuel, C.M.G., M.L.C., called in and examined.
 Witness withdrew.
 S. H. Lambton (*Secretary to the General Post Office*) called in and examined.
 Witness withdrew.
 Committee deliberated.

[Adjourned to Tuesday next, at *half-past Two* o'clock.]

TUESDAY, 18 MAY, 1875.

Meeting called for this day postponed, by direction of the Chairman, until To-morrow.

WEDNESDAY, 19 MAY, 1875.

MEMBERS PRESENT :—

Mr. Buchanan in the Chair.

Mr. Farnell,	Mr. Burns,
Mr. Warden,	Mr. Robertson,
Mr. Fitzpatrick,	Mr. Garrett.

Chairman submitted Draft Report, which was *read* 1°, as follows :—

“ 1. That a letter was posted at Sydney addressed, according to the evidence of Dr. Rastoul, the writer of the letter in question, as follows :—

“ ANGLETERRE.

“ A Messieurs

Henri Rochefort, Gourde et Paschal Grousset,
 évadés de la Nouvelle Calédonie, à

LONDRES.

“ Faire suivre à Bruxelles ou à Genève.

(BELGIQUE OU SUISSE.)

“ This address was contained in a letter sent to the President of the Parliament of New South Wales, from Dr. Rastoul, and to be given to the Chairman of your Committee. The letter of Dr. Rastoul, here referred to, is appended to the evidence.

“ 2. According to the evidence given by the Hon. Saul Samuel, late Postmaster General, Madame Rastoul, wife of Dr. Rastoul, wrote on an envelope what she said was the address on the letter. Mr. Samuel produced that envelope, and the address on it was as follows :—

BELGIQUE OU SUISSE.

Messieurs

Rochefort et Paschal Grousset,
 évadés de la Nouvelle Calédonie.

FAIRE SUIVRE.

“ 3. That letter is proved, partly by the evidence of Madame Rastoul and conclusively by the evidence of His Excellency the Governor of New Caledonia, contained in a letter of that gentleman addressed to the Chairman of your Committee, to have been sent by the Post Office authorities of Sydney to New Caledonia in the Sydney mail bag for that place.

“ 4. That in consequence of the letter in question being sent to New Caledonia, instead of to its intended destination, Dr. Rastoul was arrested and sent to the Island of Pines a prisoner, and his wife, Madame Rastoul, was expelled from New Caledonia.

“ 5. That, assuming that the address given by Dr. Rastoul was the correct address on the letter in question, your Committee are of opinion that very gross carelessness was the cause of the letter not being forwarded to its proper destination. Indeed, if the address given by Dr. Rastoul was the correct address, your Committee cannot imagine how it was sent to New Caledonia, unless it was done intentionally.

“ 6. If the address given by Madame Rastoul, who supplements her evidence to the effect that her husband's address is the correct one, be the actual address that was on the letter, then your Committee are of opinion that, if due care had been taken by the officials of the Post Office here, no such blunder would have been committed as the sending of a letter to New Caledonia which was intended for Belgium or Switzerland.

“ 7. That your Committee would recommend that greater care should, in future, be taken by the Post Office officials in dealing with letters the addresses of which are in a foreign language.”

On motion of Mr. Burns, Draft Report *read* 2°, paragraph by paragraph.

Paragraph 1 *read*, and on motion of Mr. Garrett omitted, and the following new paragraph inserted instead thereof :—

“ 1. Your Committee have examined the witnesses named in the List,* whose evidence is herewith presented, and have carefully considered that evidence and the documentary evidence appended, and, according to the evidence given by the Hon. Saul Samuel, late Postmaster General, Madame Rastoul, wife of Dr. Rastoul, wrote on an envelope what she said was the address on the letter. Mr. Samuel produced that envelope, and the address on it was as follows :—

*See List, page 10.

Suisse ou Belgique.

Messieurs

Rochefort et Paschal Grousset,
 évadés de la Nouvelle Calédonie.

FAIRE SUIVRE.”

Paragraph

Paragraph 2 *read*, and on motion of Mr. Garrett omitted, and the following new paragraph inserted instead thereof:—

“2. That a letter was posted at Sydney, addressed, according to a statement contained in a letter produced by Madame Rastoul, and alleged to be written by her husband, as follows:—

A Messieurs

ANGLETERRE.

Henri Rochefort, Gourde et Paschal Grousset,
évadés de la Nouvelle Calédonie, à

LONDRES.

Faire suivre à Bruxelles ou à Genève.

(BELGIQUE OU SUISSE.)

This letter will be found appended to the evidence.”
Committee deliberated.

[Adjourned to Tuesday next, at *Two* o'clock.]

TUESDAY, 25 MAY, 1875.

MEMBERS PRESENT:—

Mr. Buchanan in the Chair.

Mr. Burns,

Mr. Garrett.

Committee deliberated.

[Adjourned to Thursday next, at *Two* o'clock.]

THURSDAY, 27 MAY, 1875.

MEMBERS PRESENT:—

Mr. Buchanan in the Chair.

Mr. Burns,
Mr. Cunneen,
Mr. Farnell,

Mr. Garrett,
Mr. Warden,
Mr. Fitzpatrick.

Draft Report further considered.

Paragraph 3 *read*, and, on motion of Mr. Garrett omitted, and the following new paragraph inserted instead thereof:—

“3. It appears from a statement of His Excellency the Governor of New Caledonia, contained in a letter of that gentleman addressed to the Chairman of your Committee, that the letter was sent by the Post Office authorities of Sydney to New Caledonia, in the Sydney mail bag for that place.

Paragraph 4 *read*, and, on motion of Mr. Garrett, omitted.

Mr. Garrett then moved,—That the following new paragraph be inserted to stand as paragraph 4 of the Report:—

“4. That in consequence of the letter in question being sent to New Caledonia, instead of to its intended destination, Madame Rastoul was expelled from New Caledonia.”

Question,—That the new paragraph as *read* stand paragraph 4 of the Report,—put.
Committee divided.

Ayes, 3.

Noes, 3.

Mr. Farnell,
Mr. Garrett,
Mr. Warden.

Mr. Fitzpatrick,
Mr. Burns,
Mr. Cunneen.

The numbers being equal, the Chairman gave his casting vote with the Ayes, and declared the question to have been resolved in the affirmative.

Paragraph 5 *read*, and, on motion of Mr. Garrett, omitted.

Mr. Garrett then moved that the following new paragraph be inserted, to stand as paragraph 5 of the Report:—

“5. “That,” presuming either of the addresses of the letter in question given above to be correct, or any one of the other versions of it alluded to in the evidence, your Committee are of opinion that want of due care was the cause of the letter not being forwarded to its proper destination.”

Question proposed,—That the new paragraph, as *read*, stand paragraph 5 of the Report.

Amendment proposed (Mr. Burns),—That all the words after the word “That” in the proposed new paragraph, be omitted, with a view to the insertion of the following words:—“if the address had been as represented by Madame Rastoul to Mr. Samuel, the late Postmaster General,—

Suisse ou Belgique.

Messieurs Rochefort et Grousset,
évadés de la N^{lle} Calédonie,

FAIRE SUIVRE.—

it was an 'excusable' error on the part of the sorters at the General Post Office—where, 'as in other Post Offices, the place last mentioned is taken to be the place of destination, and where the mode of sorting is generally too rapid to admit of the whole of the address being read'—to assume that the letter was for New Caledonia and to be sorted accordingly."

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

Aye, 1.	Noes, 5.
Mr. Garrett.	Mr. Burns, Mr. Cunneen, Mr. Warden, Mr. Farnell, Mr. Fitzpatrick.

And so it passed in the negative.

Question then proposed,—That the words proposed to be inserted in place of the words omitted be so inserted.

Amendment proposed (Mr. Garrett),—That the word "excusable" be omitted.

Question,—That the word proposed to be omitted stand part of the said proposed amendment,—*put*.
Committee divided.

Ayes, 3.	Noes, 3.
Mr. Burns, Mr. Farnell, Mr. Fitzpatrick.	Mr. Garrett, Mr. Cunneen, Mr. Warden.

The numbers being equal, the Chairman gave his casting vote with the Noes, and declared the question to have been passed in the negative.

Further amendment proposed (Mr. Garrett),—That the following words—"where, as in other Post Offices, the place last mentioned is taken to be the place of destination, and where the mode of sorting is generally too rapid to admit of the whole of the address being read"—be omitted.

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

Ayes, 4.	Noes, 2.
Mr. Burns, Mr. Cunneen, Mr. Farnell, Mr. Fitzpatrick.	Mr. Garrett, Mr. Warden.

And so it was resolved in the affirmative.

Question,—That the words proposed to be inserted in place of the words omitted be so inserted,—*put*.

Committee divided.

Ayes, 4.	Noes, 2.
Mr. Burns, Mr. Cunneen, Mr. Farnell, Mr. Fitzpatrick.	Mr. Warden, Mr. Garrett.

And so it was resolved in the affirmative.

Question,—That the paragraph, as amended, stand paragraph 5 of the Report,—*put and passed*.

Paragraph 6 *read*, and, on motion of Mr. Garrett, omitted.

Paragraph 7 *read*, and, on motion of Mr. Garrett, ordered to stand as paragraph 6 of the Report.

Motion made (Mr. Burns) and Question put,—That the Draft Report, as amended, be the Report of the Committee.

Committee divided.

Ayes, 4.	Noes, 2.
Mr. Burns, Mr. Cunneen, Mr. Farnell, Mr. Fitzpatrick.	Mr. Warden, Mr. Garrett.

And so it was resolved in the affirmative.

Chairman to report to the House.

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11

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

LETTER ADDRESSED TO MM. ROCHEFORT
AND GROUSSET.

TUESDAY, 11 MAY, 1875.

Present:—

MR. BURNS,
MR. FARNELL,

MR. WARDEN.

MR. FITZPATRICK,
MR. HAY,

MICHAEL FITZPATRICK, Esq., IN THE CHAIR.

M. Charles Courtin examined:—

1. *Chairman.*] You are Chancellor to the Consul of France? Yes.
2. This Committee was appointed to inquire into an allegation that a letter addressed to MM. Rochefort and Grousset was surreptitiously obtained in this Colony, or in some way handed over to the French authorities in this Colony or in New Caledonia—Do you know anything of this matter, or can you give any information to the Committee? Not worth having. I can say that it came never to my hand; and M. Simon has told me that he never saw anything about it.
3. *Mr. Burns.*] Is M. Simon in town? Yes, but he gave me authority to say that he never saw anything about it.
4. *Chairman.*] We cannot receive his testimony through a third person. During part of this time you were Acting Consul, were you not? I was Acting Consul for the last ten months, but the story of the letter is before.
5. It never came into your hand? No.
6. You have had some communication with the Under Secretary to the Chief Secretary? He wrote to me a letter to know if I knew something.
7. He wrote to the French Consul? Yes.
8. Will you tell the nature of the reply—was it in writing? My reply was that I knew nothing—I knew what somebody told me.
9. You handed in to the Under Secretary a paper purporting to be a copy of the address of this letter? I took a pencil and wrote that in the office—"pour Belgique ou France"—because they told me, but I then wrote "Suisse," because I knew it could not be France, but must be Belgium or Switzerland.
10. Are you at liberty to tell us who it was that told you? I am at liberty if I could remember, but I cannot remember exactly who told me.
11. That paper you hand in purports to be a copy of the address? Yes. (*The witness handed in the same, which was as follows:—"pour Belgique ou Suisse, Monsieur Rochefort, évadé de Noumea."*)
12. The allegation was that it was Rochefort or Grousset? That I cannot say.
13. *Mr. Farnell.*] Will you look at this letter; it is addressed to the "President of Parliament," but was sent to Mr. Buchanan. If you look at the signature you will see that it is addressed by M. Rastoul to Mr. Buchanan (*handing a letter to witness*). Will you translate that address? To the Gentlemen Henry Rochefort, Jourde, and Pascal Grousset, escaped from New Caledonia, at or in London. Send to Brussels or Geneva, Belgium or Switzerland.*

M. C.
Courtin.

11 May, 1875.

Madame

*ADDED (on revision):—I declare again that I know nothing about the letter addressed to MM. Rochefort and Grousset.

Madame Julic Lopes Rastoul examined:—

Mademoiselle Angela Lopes Rastoul acting as interpreter.

Madame
J. L. Rastoul.
11 May, 1875.

14. *Mr. Farnell.*] This (*handing a letter to witness*) is a letter handed to me by Mr. Buchanan; did you forward it to that gentleman? I gave it to Mr. Buchanan. It is a letter from Dr. Rastoul.
15. Was this letter intended for Mr. Buchanan? Yes; it is addressed to the President of Parliament, but it was intended to be given to the President or Chairman of this Committee.
16. Will you look at that letter (*handing the letter, vide Appendix B, to witness*): is that a correct translation of the letter sent by Dr. Rastoul? It is.
17. How was the letter of which this is a translation sent? It was sent by Dr. Rastoul, by private hand, from the Isle of Pines, and by post to Sydney. There were three copies of the letter written, one of which I have, and another is before the Committee.

ADDENDUM.

Gentlemen of the Committee,

I find the translation exact as well as the address of the envelope, as it is the same as Dr. Rastoul wrote himself. In so far as I wrote the address before having that of Dr. Rastoul, the position of the words could not be exact, but the meaning [value] was the same. As to their position Dr. Rastoul alone could answer; and on seeing the address made by him I hesitate no longer, but remember well that it is similar to the one he sent.

In any case, the envelope which I addressed from memory was only to affirm to the Postmaster General that an error was not possible, since "escaped from New Caledonia" was in small letters and the rest in capital ones.

J. LOPES RASTOUL.

THURSDAY, 13 MAY, 1875.

Present:—

MR. FARNELL, | MR. FITZPATRICK,
MR. WARDEN.

DAVID BUCHANAN, ESQ., IN THE CHAIR.

The Hon. Saul Samuel, C.M.G., M.L.C., was called in and examined:—

The Hon.
Saul Samuel,
C.M.G.,
M.L.C.
13 May, 1875.

18. *Mr. Fitzpatrick.*] You are aware generally the object for which this Committee has been appointed? I am.
19. To inquire into the allegation that a letter addressed to Messrs. Rochefort et Grousset has miscarried? Yes.
20. You were Postmaster General, I think, at the time when this was alleged to have taken place? I was.
21. In your capacity as Postmaster General, was any representation made to you on the subject? I never heard of the matter until I saw Mr. Buchanan's notice of motion for the appointment of a Select Committee to inquire into it, upon the business paper of the Legislative Assembly.
22. That was when you were Postmaster General? When I was Postmaster General. Immediately I saw that notice, I directed inquiry to be made, with a view to ascertain whether the existence of any such letter was known in the Post Office. I could learn nothing about it. All the officers denied any knowledge of any such letter.
23. Was any representation made to you by persons outside the Post Office? After Mr. Buchanan had made his motion for the appointment of a Select Committee, a lady calling herself Madame Rastoul waited upon me. She was accompanied by a gentleman; but I do not know whether it is necessary to mention his name; he was a resident of New Caledonia, and I might be compromising him if I did. She called upon me with this gentleman to ask for information about this missing letter. I told her that she should have come to me in the first instance, before going to a Member of Parliament, and that if she had done that I might have been able to gain some information, if the letter had been abstracted from the Post Office. I told her that inquiry had already been made, and that I could learn nothing about it. She said she believed the letter had been given to the French Consul; and I told her that such a thing could not take place, because no officer in the Post Office dare give a letter out of the office to any one to whom it was not addressed without a warrant from the Governor, and that the application for such a warrant would come through me in the first instance. I asked her reason for supposing that the letter had been given to the French Consul, and she told me that the only reason she had was that some letters which had been forwarded at the same time had reached their destination, and that this one had not, and she was quite sure that this one had been sent back to New Caledonia. She told me that in consequence of this letter having gone back to New Caledonia, and having got into the possession of the authorities there, her husband and some other persons had been arrested. I then asked her particularly if she knew how the letter was addressed, and she said she knew it well. I asked her if she had seen the letter, and she said yes. I then asked her to write the address on this envelope, which she did. These words on this envelope are in her own handwriting—"Messrs. Rochefort et P. Grousset, évadés de la N^{le} Calédonie. Fair suivre." "Suisse ou Belgique" are written on the top of the envelope in the right-hand corner.
24. Was that written in your presence? Yes, and at my request.
25. I frequently put the question to her—was the letter addressed in that way?—and she said yes. I then remarked upon the extraordinary manner in which the letter was addressed. Her friend said that the letter would probably have been sent back to New Caledonia. The last words of the address naming a place are "New Caledonia," and a clerk in the Post Office would naturally conclude that New Caledonia was the destination to which the letter was intended. Then, again, you will see that the name of the place for which it appears the letter was really intended—"Suisse ou Belgique"—are on the right-hand corner, and if the letter was handed to some one to post, it is very probable, according to the practice which prevails here of affixing the stamps, that those words would be covered by the stamps. I have not the slightest doubt myself that the clerk in the Post Office whose duty it was to sort the letters, seeing the last place named was Nouvelle Calédonie would naturally send it accordingly. But no letter with my knowledge was given to the French Consul.

26. Could such a letter be given up to the French Consul without your knowledge? It might by collusion; but I do not think that at all probable. I have been informed that the opinion I formed with regard to the letter is correct, and that the letter was sent on to New Caledonia, as the place of its destination. That was the conclusion I arrived at from the manner in which it was addressed. These are matters that you cannot always obtain information about in the regular way; you have to seek information, particularly in the Post Office, through other than the regular sources; and the information which I derived from persons in whom I could rely, and who communicated with the authorities at New Caledonia at my instance, convinced me that the letter had been sent back to New Caledonia in the usual way; and if Madame Rastoul is right in this address which she gave me, it is hardly to be wondered at that the letter should be sent back.

The Hon.
Saul Samuel,
C.M.G.,
M.L.C.

13 May, 1875.

27. Was the person who accompanied Madame Rastoul the person who alleged that he posted the letter? No; I asked them repeatedly to produce the person who, it was said, had posted the letter; but they told me they might compromise him, and they declined to mention his name. They said that a number of letters were given to him to post here, and that this was among them.

28. You understood Madame Rastoul to say that she saw the letter before it was posted here? Yes.

29. And this is the address which she said was on the letter? Yes; and the gentleman who was with her—a very intelligent man—agreed with me, upon observing the manner in which it was addressed, that the letter would probably be sent on to New Caledonia.

30. Supposing the clerk to have read the words at the bottom of the address "Faire suivre," he would infer that they had reference to the address "Nouvelle Calédonie" written just above them? Yes.

31. But do you think that as a matter of fact, the clerks would read the whole of the superscription? It is very improbable. It would be utterly impossible for them to read the whole of the addresses and do their work. Letters have to be sorted so rapidly, that it could not be done if clerks had to read the whole of the superscription—the mails would never be sent off in time. In the English Post Office, the practice is that the sorter takes the last place named on the letter as the place of destination, and he throws it into the bag to be sent there. I tried to make myself acquainted with the practice in other offices, and as far as I know that is the practice everywhere. Supposing the address was written in the right-hand corner, as shown here, I think it more than probable that it would be covered with stamps. Madame Rastoul assured me that this was a correct copy of the way in which the letter was addressed.

32. *Chairman.*] This is the address that Dr. Rastoul said he put upon the letter:—"A Messieurs Henri Rochefort, Jourde et Paschal Grousset, évadés de la Nouvelle Calédonie, à Londres, Faire suivre à Bruxelles ou à Genève, Belgique ou Suisse," and on the top in the right-hand corner "Angleterre"? I cannot decide between these parties.

33. If this was the address, would it lead them to send the letter back to New Caledonia? No.

34. Is not a clerk in the Post Office bound to look at the names of the persons to whom letters are addressed? He has to look to the destination of the letter—not the person to whom it is addressed.

35. Don't you people read the names on the letters? If they did, we should require to double the staff.

36. Would they not make mistakes by not looking at the address, and be held responsible? The sorters look to the destination of the letter, and it is the duty of the letter-carrier to look to the name. Unless there were some difficulty in distinguishing the name of the place, I do not think it would be the duty of the clerk to look to whom it was addressed. The practice in the London Post Office, as well as in the Sydney Post Office, is to look to the name of the person only when there is a difficulty in deciphering the name of the place, and I have seen them looking through directories to find out the probable destination, but the names are not looked to as a rule.

37. You will notice that Madame Rastoul could only have seen this letter when in New Caledonia? I know nothing about it.

38. She saw the letter in New Caledonia, and this address which she gave you was written perhaps months after that? I presume so, because the letter was supposed to have reached its destination at the time this complaint was made.

39. You will notice that Dr. Rastoul addressed his letter to Jourde, as well as to Rochefort and Paschal Grousset, and that in this address Madame Rastoul only gives the names of Rochefort and Grousset? I cannot say anything about that.

40. She has the words "Nouvelle Calédonie," but she has not got the word "Londres," and then Dr. Rastoul's direction goes on to say that the letter is to be sent to Brussels or Geneva, in Belgium or Switzerland. That is a very complete address? Yes, supposing it was really so addressed.

41. Do you think that a clerk could possibly fail to see that this was addressed to Rochefort? An inquisitive clerk would see that, but out of the hundreds of thousands of letters that pass through the Post Office, I do not think the clerks would care to notice to whom a particular letter was addressed. If the clerk noticed the address, I do not see what object he could gain by not sending it on to its destination.

42. You know at the time that the whole of the newspaper Press of Sydney were talking of the escape of Rochefort? I do not remember that it caused any great sensation.

43. Was it so, that the Press was talking of the matter—that deputations waited upon Rochefort, that he was spoken of as having visited the Parliament,—that he was a man of great distinction, so much so that all the people talked of him? It is a fact that he was talked about.

44. It was a notorious fact? I am not prepared to admit that he was a person of distinction.

45. Do you think that it could have escaped the knowledge of the clerks in the Post Office? They may have had knowledge that he was a person of notoriety.

46. And they would know that he had gone on and left this place—that it was chronicled in the newspapers that he had gone to California? Not to Switzerland or Belgium.

47. It was pretty generally known that they had landed in Sydney? They landed at Newcastle, and then came on to Sydney.

48. All of which gave additional notoriety to the matter, every step in their progress being chronicled in the Press? I think it was at the time, as far as I recollect.

49. Madame Rastoul gave this address to you as being a copy of the real address to the best of her belief? No; she gave it positively as a copy of the address. I put that to her particularly, for I wanted to get authoritative information to aid me in the inquiry. Madame Rastoul came to me voluntarily.

50. Do you know what date it was that she came? I know it was a few days after you moved for the appointment of a Select Committee.

The Hon.
Saul Samuel,
C.M.G.,
M.L.C.

18 May, 1875.

51. It must have been a considerable time after Dr. Rastoul posted the letter? Yes; it was a day or two after you moved for the Select Committee.

52. You do not dispute that the letter went to New Caledonia? As far as I have heard, I believe the letter went to New Caledonia in the letter bags, as though it were addressed there.

53. *Mr. Fitzpatrick.*] You know nothing of it of your own knowledge? No. I have no reason to doubt the clerks in the office. I made personal inquiry of all the officers in the department, and they all assured me that they never heard of the letter. As far as my experience of the Post Office goes, the officers, particularly those in charge of letters, are very particular; and they never will deliver a letter to any one but the person to whom it is addressed. It is in fact a stringent rule in the Post Office that letters shall not be given up to any but those persons to whom they are addressed, except on the production of an order; and every precaution is taken to identify the person who receives the letters with the person to whom they are addressed. I think, indeed, that it is a rule without exception, that letters are not delivered up to any person to whom they are not addressed, except on the authority of a warrant from the Governor.

54. *Chairman.*] We know that the letter was not given up in Sydney, because we have a letter from the Governor of New Caledonia to say that the letter was received there in the Sydney mail bag? It has been sent there then, no doubt, because the clerk took that to be its destination.

55. *Mr. Fitzpatrick.*] Suppose a letter were put into the Sydney Post Office, addressed to M. Rochefort, New Caledonia; and suppose it were notorious in Sydney that M. Rochefort had escaped from New Caledonia, come to Sydney, and gone to California, would the clerks in the Post Office here be justified in sending that letter to California? They would send it to New Caledonia where it was addressed, notwithstanding any personal knowledge they might have on the subject. They would have no regard to their personal knowledge.

56. Not if it were known that he had escaped from New Caledonia? Their duty would be to send the letter to the place where it was addressed. Suppose I were travelling in England, and a letter were addressed to me in Sydney, it would be delivered at my place of business in Sydney.

57. If a letter were addressed to you at Dubbo, and it was known that you were at Wellington, the Post Office would forward that letter to Dubbo, and not to Wellington were you were? Quite so; it would be forwarded to the place to which it was addressed.

58. *Mr. Fitzpatrick.*] As the Chairman put it, it was notorious that this man had escaped from New Caledonia? But if the clerks had any knowledge of the matter, they could not bring it to bear. They have no discretion to alter the destination of a letter; but their simple duty is to send it to the place where it was addressed. If a letter were lying in the Sydney Post Office addressed to a person in New Caledonia, and if that person applied for the letter in Sydney, my impression is that the Post Office authorities could not deliver it to him here except upon warrant from the Governor. I do not say that is so absolutely, but that is my impression.

59. Assuming then that the clerk read the address to be New Caledonia, there would be no course open to him but to send the letter to New Caledonia? No; he would have to send it to New Caledonia.

60. *Chairman.*] Notwithstanding it should be a matter of notoriety that Rochefort was not there? Yes; he might have been captured and sent back.

61. I was going to prove that the letter was posted in Sydney, but I do not think it necessary? I believe it was posted; from indirect information I am led to think so.

62. Would you consider your doubt in any way removed by a letter of this description from the Governor of New Caledonia in answer to a letter from me asking if such a letter had come. He says,—“I have the honor to acknowledge receipt of your letter of 24th March last, requiring from me any information which I may have on the subject of a letter written by *déporté* Rastoul to the escaped convicts Rochefort and Pascal Grousset, and which has not arrived at its address. You very judiciously observe that a single lost letter, whatever may be the importance of its contents, casts suspicion upon the integrity of a very important department, and it is very proper to know if it is the Post at Sydney which has made the mistake in sending to Noumea a letter the right destination of which was Belgium or Switzerland. I have obtained here all the information which it was possible for me to get, and I regret to add that the result satisfies me that the letter in question was sent from Sydney in one of the mail bags?” This confirms what I surmised myself, that Nouvelle Calédonie being the last place named on the letter, the clerk in the Post Office sent the letter on in the ordinary course, and it also confirms me in my belief that Madame Rastoul gave me the correct address which I have handed in.

63. Do you think that Madame Rastoul's address was the correct address in the face of this forwarded by the sender of the letter? I do.

64. Madame Rastoul not having addressed the letter herself, only having seen it once, and giving the address to you from memory months afterwards? Yes.

65. Why should he say what is not true? I do not know why he should; but the mere fact of her writing that address and of the letter going back confirms me in the opinion I have formed.

66. Do you not think that Dr. Rastoul, a man of great ability, would not rather address his letter in the reasonable natural way in which that letter is addressed—to London, and to be sent on to Belgium or Switzerland. That is what Dr. Rastoul said was the address. He had no interest in the matter, for at that time he was a prisoner? I do not think Dr. Rastoul could exceed in intelligence the lady I saw, who gave me this address.

67. I will not stand in the way of so graceful a compliment to the lady, but do you not think, in view of all the circumstances, that Dr. Rastoul's address is more likely to be correct? Why should he put London?

68. Because they were going to London. They did go there, and stayed there? It is, of course, a matter in which anything I could say would be merely surmise.

69. He puts also Brussels or Geneva—Belgium or Switzerland, and these are just the very places that Rochefort may have gone to? If any clerk in the Post Office wanted to injure Dr. Rastoul he would not do it in this way, as he could not have known what was in the letter unless he opened it.

70. I do not imagine that the officer wished to do harm. It was mere carelessness; that is all that I allege? If the letter was addressed as Madame Rastoul alleges—and of that I have not a doubt myself, then, I do not consider the officer to blame; if, on the other hand, it was addressed as you say Dr. Rastoul alleges of course the Post Office would be to blame. I have no knowledge of the mode of addressing letters by French people, but I am told that it is customary with them to put the name of the place in the right-hand corner, where we affix the stamps, and I see that in this address of Dr. Rastoul, the word “Angleterre” is written in the right-hand corner.

71. If that letter had gone on to Rochefort, Dr. Rastoul and Madame Rastoul would have been living in New Caledonia in comfort and considerable affluence, for he was carrying on a good practice there. Through that letter not going to M. Rochefort Dr. Rastoul had been imprisoned and placed in irons. Madame Rastoul had been expelled from the place, and it is probable that her husband, in attempting to make his escape, has been drowned? These are matters in regard to which I do not feel called upon to express an opinion.

The Hon.
Saul Samuel,
O.M.G.,
M.L.C.
13 May, 1876.

72. But they show how important it is that so delicate a matter as a letter should be looked at? I am now out of our Post Office, and I cannot therefore be accused of any desire to say anything that is not merited, but I think, taking our Post Office altogether, it is about as well conducted as any similar establishment in the world.

73. *Mr. Warden.*] Does it ever happen that letters are missent? Frequently. Among so many thousands of letters which pass through the Post Office it is next to impossible that letters should not at times be missent. Some of the officers understand French and other languages. In this case the forwarding of this letter seems to have been attended with unfortunate results, but I do not think that any one in the Post Office is so culpable as may be supposed.

74. *Chairman.*] You see there is French below the name of the place? If this lady is right with regard to the address, then I think the mistake is to be excused. If the address was as Dr. Rastoul has informed you, then of course it is not to be excused; but I am very much inclined to think that Madame Rastoul has given the correct address.

75. Why would you excuse that? Because no one would know that the name in the right-hand corner was the destination, nor would a clerk in any English post office know that that was meant to be the destination.

76. If he had looked at that address he would have seen—escaped from New Caledonia? That supposes that the clerks are to read every word of the address on every letter. If that is to be done we shall have to increase our staff very largely, and I am afraid that it would give rise to a great deal of inquisitiveness which would be injurious to the public interests. If the clerks had time to examine all the addresses they might be tempted to look inside as well as out.

77. You say that you have linguists in the Post Office,—could they not have found that out? No doubt, but it is not the practice to read more than the name of the place to which a letter is addressed. In the London Post Office I have seen letters addressed so that it was almost impossible to decipher them. Some of the addresses have been perfectly illegible, and I have seen the clerks going over directories in order to find them out if possible.

78. And they do find them out? They try; they send to the place which most nearly resembles what the word is supposed to be, and they endorse the letter with "Try Dover," "Try Norwich," and so on. Here the address is simply New Caledonia—to be forwarded. It is probable that the clerk would not read the words "évadés de la," and it is also quite possible that the sorter might not understand French.

79. If your sorter saw a French letter, would he not take it to some one in the office who understood French? There are hundreds, and perhaps thousands, of French letters pass through the Post Office, and I have often thought that it might be desirable to have more gentlemen in the office who understood foreign languages, but there was no difficulty in this case that I know of.

S. H. Lambton, Esq., Secretary to the Post Office, was called in and examined:—

80. *Chairman.*] I suppose you do not know anything about this letter? Nothing whatever.

81. Suppose a letter was put into the Post Office, addressed as this is, in French,—“Messrs. Rochefort et P. Grousset, évadés de la N^{le} Calédonie, l'air suivre, with “Suisse ou Belgique,” in the right-hand corner, on the top, should it have gone to New Caledonia? I should think that it would be a very excusable mistake for a clerk to make if he did send it to New Caledonia, addressed as that is.

82. Even though it says they have escaped from New Caledonia? No sorting clerk can look at two things—the name of the person and the address. His duty is to look at the name of the place only. I have sorted thousands of letters, and speaking with some years' experience, I should look at the address only.

83. If your eye caught Sydney, or London, on a letter, that would be totally a different thing; but if you saw a letter addressed as this is, would it not arrest your attention? I think not. If I saw the words “New Caledonia,” written as this is, I should take that to be the address.

84. Would you have no doubt about that? No.

85. But in this case there is something below? The sorter would look for just sufficient to enable him to form an idea as to where the letter was intended to be sent.

86. Would not the few words written below be sufficient to arrest attention? They might, but we often get letters addressed “Sydney, New South Wales.”

87. The words being written in a foreign tongue, ought that not to have been sufficient to arrest the attention of the sorter? If the sorter was a very careful man, and not very busy, they might; but these letters have often to be sorted in a very great hurry.

88. He might have paused to bestow some attention on it? He might; but it would all depend upon what time he had at his disposal.

89. Do you think there were any clerks in the Sydney Post Office who had not information that Rochefort and Grousset had escaped from New Caledonia—you heard of it, did you not? I did; but I do not know when this letter is said to have been posted.

90. Three or four days after they left here. Seeing the character of the address, would not that have been sufficient to arrest attention? I would not answer for the clerks in the office knowing it.

91. But you say that a careful clerk would in all probability have sent that letter to its proper destination? If he had time to examine the cover carefully.

92. Here is the whole address that was on the letter (*the address supplied by Dr. Rastoul*)? This is very plain. Of course London would catch the eye in this address quicker than New Caledonia.

93. All that is upon this (*Madame Rastoul's*) address is here, but she has evidently forgotten some of the places—here are Geneva and Brussels? Yes; there is a great difference between the two addresses. The word Angleterre being on the top would also catch the eye. I can quite understand if the letter was addressed in this way (*as described by Madame Rastoul*), a clerk who was in a hurry would throw it into the New Caledonia division.

94. *Mr. Fitzpatrick.*] Was any communication made to you by anybody outside the office about this matter at the time? None whatever.

S. H.
Lambton,
Esq.
13 May, 1876.

- S. H. Lambton, Esq.
13 May, 1875.
95. None whatever? No, not to me personally.
96. How did you hear of it? There was an inquiry at the office I think, when the matter was before the Legislature in November last.
97. Did you cause inquiry to be made in the office? Yes.
98. Of what character? To know whether there was any trace of such a letter having passed through the office, or having been misdelivered as supposed.
99. *Chairman.*] You thought at that time it had been given to the French Consul? It was so reported.
100. That was what your inquiry was about, was it? It was, and to see if it could be traced in the office in any form—if anybody in the office recollected it.
101. *Mr. Fitzpatrick.*] Could such a letter be delivered to the French Consul without your knowledge? Not unless a gross blunder was committed, and that I can hardly conceive to be possible.
102. Could it be done by a blunder, or in any way but by design? I do not see any possible pretext on which a letter addressed as that is represented to have been could be delivered to the French Consul.
103. Is it within your knowledge that it reached the French Consul? No; inquiry showed that he knew nothing about it.
104. Would it be possible by any inquiry to find out who was guilty of carelessness, that is supposing there was carelessness? We could tell perhaps if we knew when it was posted and what mail it went by. We could tell by looking at the letter bill who made up the mail that day.
105. He would not be the sorter? The clerk whose name was to the letter bill would be held responsible for the correctness of the mail.
106. Could you find out the day when the mail was delivered? If I could get the exact time when the letter was posted.
107. Can you form any idea of the rate per minute at which letters are sorted? The rate depends very much upon the dexterity and smartness of the sorter. I should think a clerk in a hurry would first sort into pigeon-holes at the rate of twenty-five a minute.
108. Not more? I do not think so. He has to read every address before he passes the letter.
109. In the first sorting does he read more than the place? Not more than the place.
110. *Chairman.*] But the second sorter has to read the whole of the address? No; only the place. The clerk who is sorting a lot of foreign letters, puts those intended for New Caledonia into the New Caledonia division. The clerk whose duty it was to make up the mail would simply see that all the letters in that division were intended for New Caledonia.
111. Then he would read them carefully? He would only look to the name of the place.
112. What would he look at, in the name of goodness? He would look at the place only; not to whom it is addressed, but merely to see that it is intended for the place into which it has been sorted. I have known the clerks to be so pressed for time that the mail has had to be made up with one sorting only.
113. There are two ordeals through which a letter must pass? Yes.
114. *Mr. Fitzpatrick.*] But neither of these involved the examination of the name of the person? Certainly not.
115. *Chairman.*] Do you think it possible to look at that address without seeing the name of the person—I cannot see New Caledonia without seeing Rochefort? You have time to look at it. Perhaps I have rather understated the speed at which letters are sorted. An average sorter would sort about twenty-five a minute.
116. If you say you have only time to look at the address, would you not have looked at the words forming the last line, *Faire suivre*, for the address, not at the words New Caledonia? This would not be familiar to the sorter.
117. He would probably not know where it was? He would look at the words New Caledonia.
118. This bottom line is not the name of a place at all? No; his eye would catch New Caledonia, which is immediately above. Not being able to decipher the last line, he would look to the line above.
119. And risk the consequences? I have no doubt he would see New Caledonia and send the letter accordingly.
120. Would not that often result in terrible mistakes? You say that a person reading this last line,—“Send forward,” in French, and not understanding it, would look further up and see New Caledonia; perhaps he would see the words Belgium or London? In a hurry he might not.
121. Then he would commit a great mistake? Letters have to be sorted with great rapidity; and it may be assumed that if people do not address their letters correctly the Post Office cannot be held responsible. The clerks do their best.
122. You say that letters are sorted at the rate of twenty-five a minute? I think that is about the average. I have not made inquiry lately to see what the exact rate of sorting is, but I believe it would be about that.*
123. If this address (*the address given by Madame Rastoul*) had been looked at by the clerk, the letter would never have been sent to New Caledonia? If he had stopped to read it, and the sorter had been a smart hand, the name itself would have been sufficient to have prevented it from being sent forward; but letters require to be accurately addressed to ensure their being correctly sent.
124. You know that in the London Post Office they sometimes get a species of hieroglyphics, and yet they find out the address? In that case they take time. They send letters of that sort to the dead letter office, and examine them at their leisure.
125. Have you never seen the list of letters advertised in the *Times*? Yes.
126. They find out the most extraordinary addresses? We do the same here, and have sometimes found out addresses which might be considered almost beyond the power of any one to decipher.
127. If this letter had been looked at it would not have been sent to New Caledonia? I have no doubt that if the clerk had time to look at it, it would not have gone to New Caledonia. Something would depend on the sorter. We have some very smart men, who would probably have caught sight of the name Rochefort, and thus would have been induced to read the whole of the address carefully.
128. If the letter was addressed as Dr. Rastoul says it was, it would imply very great carelessness? I do not believe that a careful clerk could have committed such a mistake as to send a letter so addressed to New Caledonia.

* NOTE (*on revision*):—The rapidity of sorting depends not only on the expertness of the sorter, but upon the distinctness of the addresses and *the class of letters to be sorted*. In the case of letters for places within the Colony, plainly addressed, the post-town (being familiar to the sorter) can be read at a glance, and a quick hand can perhaps dispose of fifty or sixty a minute; but the sorting of letters for places beyond the Colony, especially those addressed in Foreign languages, is very much slower.

LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET.

APPENDIX.

[*Handed in by the Chairman, 7 May, 1875.*]

A 1.

David Buchanan, Esq., M.P., to His Excellency the Governor of New Caledonia.

Sydney, 24 March, 1875.

May it please your Excellency,

I take the liberty, most respectfully, of addressing your Excellency in a matter of much importance as referring to the due and proper administration of our Post Office Department.

The circumstances are as follows:—A letter addressed to M. Rochefort and Paschal Grousset was posted here to be sent on to Belgium or Switzerland. By some mistake of our Post Office authorities this letter was forwarded to New Caledonia. Now I trust your Excellency will credit me with having not the slightest sympathy with M. Rochefort and his friends; I am acting with the sole object of preserving the integrity of our postal institutions, and in my place in the Legislative Assembly of this Country have moved for and obtained a Select Committee to inquire how the Post Office authorities of Sydney failed to send this letter to its proper destination. The history of the letter in question is of no moment to me,—I have no interest whatever in the sender of the letter, or the persons to whom it was sent; my sole purpose and object, as I have already said, being to mark with censure any dereliction of duty on the part of public servants in a department of so much importance as the Post Office. I, therefore, write this letter to ask your Excellency if you would be good enough to let me know if such a letter, addressed as I have stated, was sent to New Caledonia by the Post Office authorities here. If so, our Post Office authorities committed a fault, no doubt unintentionally, but still a fault which lays them open to severe censure. The letter might have been one of the utmost public importance addressed by your Excellency to high officials in France, and, viewed in this light, the magnitude of the mistake is apparent. I therefore trust, in the interests of the integrity of so important an institution as our Post Office, your Excellency may be induced to forward me whatever information on this subject may be at your Excellency's command.

I have the honor to remain,

With every sentiment of high consideration and respect,

Your Excellency's most obedient servant,

DAVID BUCHANAN.

A 2.

The Governor of New Caledonia and its Dependencies to D. Buchanan, Esq., M.L.A., New South Wales.

New Caledonia and Dependencies, Office of the Governor, Chief of Naval Division, No. 127.

Noumea, — April, 1875.

Analysis on the subject of the return to Noumea of a letter from the déportés Rastoul, Rochefort, and Pascal Grousset.

Monsieur,

I have the honor to acknowledge receipt of your letter of 24th March last, requiring from me any information which I may have on the subject of a letter written by déporté Rastoul to the escaped convicts Rochefort and Pascal Grousset, and which has not arrived at its address.

You very judiciously observe that a single lost letter, whatever may be the importance of its contents, casts suspicion upon the integrity of a very important department, and it is very proper to know if it is the Post at Sydney which has made the mistake in sending to Noumea a letter the right destination of which was Belgium or Switzerland.

I have obtained here all the information which it was possible for me to get, and I regret to add that the result satisfies me that the letter in question was sent from Sydney in one of the mail bags.

Please accept,

Sir,

the assurance of my highest consideration,

The Governor,

PRITZBEUR.

[*To the Evidence of Madame Rastoul, 11 May, 1875.*]

B.

To the President, Parliament New South Wales, Sydney,—

Mr. President,

I have heard verbally (as all our journals are retained and confiscated for the last six months) that in consequence of the interrogatory which has taken place in the Parliament at Sydney, relative to the detention of my letter to Rochefort, Jourde, and Grousset—a letter sent by the French Consul to the Governor of New Caledonia, in violation of English law—the Assembly had named a Commission of Inquiry with power to report upon this extraordinary fact, a veritable abuse of confidence, and which has caused my immediate removal from Noumea to the torments of the Isle of Pines. If the information I have received be correct, it might be supposed that the address of my letter was irregular and obscure, and that this is the true explanation of the error which has been committed. To cut short all discussion of this kind here is word for word the address, and I guarantee the perfect authenticity of it:—

"To Messrs. Henri Rochefort,

"Jourde, et Pascal Grousset,

} ENGLAND.

} Escapés from New Caledonia to London.

"Cause to be forwarded to Brussels, Geneva, Belgium, or Switzerland."

The above letter bore date the month of April last (Rochefort, Jourd, and Grousset not being then unknown at Sydney) —thanks to the discussion raised in the Australian journals by this confounded French Consul, who did not hesitate to have recourse to slander to injure the “escapés” in public opinion. The notoriety of Rochefort especially did not require me to make mention in the address of the name of the street and the number of the house, as is customary in ordinary cases; moreover, this I could not do, as my friends were on their journey to Europe. The address then was clear, legibly written, and perfectly comprehensible; and what is more to the purpose is that they have not been able to prevent the letter reaching its destination, and it was abstracted from the office in Sydney to which a reliable friend had consigned it under the guarantee of the sacred character of the English Post Office, and after having first stamped it. I regret exceedingly not to have kept a copy of it, for I should be very anxious to deliver the contents to the public, in order to instruct their opinion upon the enormity of my crime, as well as the spirit of equity of our loyal Governor, whose conduct in reference to the political prisoners is inspired only by a ferocious hatred manifesting itself by an implacable persecution to the great scandal of civilized nations. Whatever may happen, from the place of my exile I passionately thank the Parliament of Sydney for having initiated proceedings in the matter. I did not expect less from the great and free Australia, relying on the sentiments of right and honor existing in the Representatives of a civilized people. For the rest, loyal England has never hesitated to cause the laws to be respected in her own dominions. Could she remain indifferent to the idea that an agent of the French Government would have impudently dared to put his hand in the mail bags? This functionary without doubt believed he was in France or New Caledonia.

Would you be so kind, Mr. President, as to communicate the present letter to the Chairman of the Commission of Inquiry, and deign to accept with my best thanks the respectful homage of my distinguished consideration.

DOCTOR RASTOUL, D.M.M.,
Banished simply to the Isle of Pines, N.C.
15 Decr.

SEPARATE APPENDIX.

PROCEEDINGS, EVIDENCE, &c., TAKEN BEFORE THE SELECT COMMITTEE ON
LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET.

SESSION 1874.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE LEGISLATIVE ASSEMBLY.

VOTES No. 3. THURSDAY, 5 NOVEMBER, 1874.

10. LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET:—Mr. Buchanan moved, pursuant to Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire "into the conduct of the Post Office authorities of Sydney in having" delivered to the French Consul here a letter, entrusted to their care, addressed to M. Rochefort and Paschal Grousset, Switzerland or Belgium.
- (2.) That such Committee consist of Mr. Parkes, Mr. Forster, Mr. Combes, Mr. John Robertson, Mr. Garrett, Mr. Farnell, Mr. Burns, Mr. Oakes, and the Mover.
- Debate ensued.
- Mr. Allen moved, That the question be amended by the omission of the words "into the conduct of the Post Office authorities of Sydney in having," with a view to the insertion in their place of the words "whether the Post Office authorities of Sydney have."
- 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.
- And Mr. G. A. Lloyd requiring that the Committee be appointed by Ballot,—
- Question,—That a Select Committee be appointed, with power to send for persons and papers, to inquire whether the Post Office authorities of Sydney have delivered to the French Consul here a letter, entrusted to their care, addressed to M. Rochefort and Paschal Grousset, Switzerland or Belgium,—put and passed.
- Whereupon the House proceeded to the Ballot, and Mr. Speaker declared the following to be the Committee duly appointed:—Mr. Buchanan, Mr. Farnell, Mr. Allen, Mr. Fitzpatrick, Mr. Hurley (*Central Cumberland*), Mr. John Robertson, Mr. Combes, Mr. Cooper, and Mr. Burns.

VOTES No. 5. TUESDAY, 10 NOVEMBER, 1874.

3. LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET:—Mr. Buchanan (*with the concurrence of the House*) moved, without Notice, That power to report be granted to the Select Committee on "Letter addressed to MM. Rochefort and Grousset."
- Question put and passed.

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 24 NOVEMBER, 1874.

MEMBERS PRESENT:—

Mr. Buchanan,	|	Mr. John Robertson,
Mr. Burns,	|	Mr. Hurley (<i>Central Cumberland</i>).

Mr. Buchanan called to the Chair.

Entries from Votes and Proceedings appointing the Committee, and granting power thereto to report—*read* by the Clerk. Committee deliberated.*Ordered*,—That Madame Rastoul be summoned to give evidence next meeting.

[Adjourned to To-morrow, at half-past Two o'clock.]

WEDNESDAY, 25 NOVEMBER, 1874.

MEMBERS PRESENT:—

Mr. Buchanan in the Chair.

Mr. John Robertson,	|	Mr. Hurley (<i>Central Cumberland</i>),
Mr. Burns,	|	Mr. Cooper,

Mr. Fitzpatrick.

Madame Julio Lopes Rastoul called in and examined, through an Interpreter.

Room cleared.

Committee deliberated.

Ordered,—That Madame Lamont be summoned to give evidence next meeting.

[Adjourned to Tuesday next, at half-past Two o'clock.]

LETTER

LETTER ADDRESSED TO MM. ROCHEFORT AND GROUSSET.

WEDNESDAY, 25 NOVEMBER, 1874.

Present :—

MR. BUCHANAN,
MR. BURNS,
MR. COOPER,MR. FITZPATRICK,
MR. HURLEY,
MR. J. ROBERTSON.

DAVID BUCHANAN, Esq., IN THE CHAIR.

Madame Mary Lamont appeared, and acted as interpreter for Madame Rastoul.

Madame Julie Lopes Rastoul examined :—

1. *Chairman.*] Was your husband, Dr. Rastoul, sent from Paris to New Caledonia, for his connection with the Commune? He was; but he was not condemned for having fought among them; he was dealt with very leniently, as he did not take part in these disputings. He was surgeon of one of the battalions or companies.
2. He held no commission under their chief? He did not join in the quarrelling; he was simply a surgeon, and received the lowest punishment they could give him.
3. He was a doctor? Yes.
4. And attended the wounded of the Communist army? Yes, at the time of the Commune.
5. He was sent to New Caledonia for life? Yes, it was perpetual.
6. On his arrival there did he at any time obtain his parole? His punishment was to be sent to New Caledonia, not to be sent with criminals to the Isle of Pines or other islands, but to be sent to New Caledonia to practise his profession there. This latter order of the Minister did not arrive with him, but came with me.
7. He was sent for life, and you followed him with authority from the French Government that he should have liberty to practise? Had he been sufficiently determined, he had no right to take any notice of what the Governor said by sending him away.
8. Was he practising his profession in New Caledonia? Nine months he had practised when he was taken up.
9. Was it a lucrative practice? Yes it was, very.
10. Do you remember Messieurs Rochefort and Grousset coming there, or were they there before Dr. Rastoul? M. Rochefort was one of the first sent to the island, and M. Paschal Grousset was one of those sent by the last convoy.
11. Did Dr. Rastoul know Rochefort? Yes, but not in Noumea, because M. Rochefort was on an island away from Noumea.
12. Did Rochefort escape along with Grousset? Dr. Rastoul and his family did not know they were gone until three days after.
13. After Rochefort and Grousset went away did Dr. Rastoul write a letter to them? M. Rastoul wrote two letters; one of them is returned to the Governor at Noumea, and the other we did not get any intelligence of.
14. Did you see that letter? Yes; I made up the packet myself.
15. Will you tell us what the address was? This is an exact copy (*handing a paper with the following address* :—"Messieurs Henri Rochefort et Paschal Grousset, évadés de la N^o Calédonie; Suisse ou Belgique. Faire suivre.")
16. What is the translation of that? "Escapes from New Caledonia; Swiss or Belgique. Send on."
17. Was that sent on to Sydney to be posted? The letters were taken on board by a young man who was coming down here, to put them in the post office in Sydney, and the whole of the letters were posted in Sydney.
18. The person who posted them, is he in New Caledonia? The young man is still in New Caledonia who put them in the post office in Sydney, but I will not name his name unless it is really requisite, in consequence of the way they are punished in New Caledonia for having any connection with the prisoners—the smallest punishment would be five days imprisonment.
19. Could he be brought to the Colony? Possibly he could be. You ask me a question I cannot answer, as my funds will not enable me to bring him. He is in New Caledonia, and if you want him to be produced he would have to come.
20. Was your husband arrested? He was arrested on Sunday, and on Monday I went to the Director of the Déportation Department and asked the cause of his arrest.
21. What did the Director say? M. C——, the officer, said,—"Madame Rastoul, your husband has written a letter to Messieurs Rochefort and Grousset, and it implicates the Administration of New Caledonia." After that he said—"When they got the letter in the Sydney Post Office, through the escapes being gone from here, that letter was sent immediately to the French Consul, by whom it was given to Admiral Rabour, and he sent it direct to the Governor in Noumea with orders to arrest him immediately." M. Rastoul does not yet know what was the cause of his being arrested—he was never told.
22. Is this Director the head over the whole department? Not exactly the head—he is the head of one department.
23. A high officer? Yes, the Commissaire is a high officer.
24. He assured you that your husband was arrested for a letter addressed to Rochefort and Grousset, which letter was sent from the Post Office to the French Consul, from him to the French Admiral, and from him to the Governor of New Caledonia, on receipt of which letter by the Governor Dr. Rastoul was immediately arrested? Yes; and it is so well known that several have made their depositions that the Admiral himself told them he had received a letter from the French Consul, and that it was to arrest one of the déportés.
25. Your husband's income ceased? Yes.
26. Was anything done to you? After two months I began to speculate—to open a kind of milliner's shop, and three days after the time of beginning my establishment, myself and my children were compelled to leave Noumea by the mail.
27. Yourself and your family were expelled from Noumea on three days' notice? Yes. The reason I was expelled was that in the letter M. Rastoul wrote to Messieurs Rochefort and Grousset, he stated that I had written my part to expose the hard treatment the poor creatures in general received there, and had sent several documents that would implicate the Government of New Caledonia seriously.
28. Did you go to any of the authorities here to make inquiry with reference to this letter? No. I have seen the Director of the Post and had an interview with him, but not so much on this business as about a confidential letter he had received on my own account, and to let him prove for himself that it was not true.
29. I understand you to mean that you went to the Postmaster General in consequence of his having received a letter against you? The Director of the Post had told a German gentleman that he had heard through a confidential letter that I was nothing particular—that I was not a lady, and the gentleman had said—"To prove whether she is a lady or not I will bring her."
30. *Mr. Fitzpatrick.*] In reference to what was that letter sent to the Postmaster General? Mr. Samuel would not tell me, but he said—"I am satisfied now I have seen you that the letter is false." The only question that the Director asked me was whether I was really sure that the letter had been put in the post in Sydney, and I said—"Yes, certain." "Did you not think the young man was susceptible enough to have sold it to the French Consul?" and I said "No, it was not possible."
31. *Mr. Robertson.*] In speaking of the Director of the Post Office you mean the Postmaster General? Yes.
32. *Chairman.*] Was the messenger who was trusted to take these letters selected in consequence of his integrity and trustworthiness? He chose him on purpose, knowing him to be more sure than any one else. He was a friend of Dr. Rastoul.
33. He was a friend of Dr. Rastoul, and was selected for his known integrity? Yes.
34. Was the messenger who was sent with the letters a friend of Rochefort as well as of Dr. Rastoul? He did not know Rochefort—he was altogether outside of the political question; he was not a political but a private friend. He was a great friend, and took these letters as a friend to post them in Sydney, but he did not know the value of the letters he was posting.
35. You could not post them in New Caledonia? They would be opened in New Caledonia—that is, letters from déportés.
36. What position does this young man hold in New Caledonia? He is in a good situation.
37. *Mr. Robertson.*] Was he friendly to the cause of the communists? No, he was not a political friend.
38. Was he opposed to the cause of the Commune? He has no idea of politics; he is neither opposed nor in favour. He is not in a Government position, but in a very lucrative position.

39. *Chairman.*] Through these letters coming into the hands of the French Government, have you lost your husband's income and support, and been driven away from the means of obtaining a livelihood in New Caledonia? Yes, I have lost all.
40. *Mr. Robertson.*] What amount of pecuniary loss has been sustained by the arrest of Dr. Rastoul? Dr. Rastoul gained an income of 30,000 francs a year from the practice of his profession.
41. Are you capable of proving that by any books? All the books are left in the hands of a notary at Noumea, but I can bring forward the books to prove the loss we have sustained.
42. Do you know where your husband is of your own knowledge or merely from report—Have you been to the Isle of Pines? They will not allow either myself or my children to go there.
43. Can you suggest any means by which we can ascertain the kind of treatment he is receiving there? I have a way of corresponding with him that does not go by way of Noumea, so that I know what he wants and what he is doing, and he knows where I am and what I am doing.
44. What is he doing? He is there on the island among the poor déportés; he is not allowed to practice his profession among them or to interfere with them in any way. He has nothing to do but to walk about and to suffer the privations to which the others are subject. He has his medicines with him, but is not allowed to practice.
45. Is he required to perform any labour? No, he does not do anything—it is against the law.
46. *Mr. Burns.*] He is deprived of his liberty? Yes.
47. *Mr. Hurley.*] At the time you commenced to set up in business was this letter sent to Sydney to be posted? No, after the arrest of Dr. Rastoul I was obliged to commence this business to earn a living for myself and children, and to help Dr. Rastoul with some little comforts he is not allowed by the Government.
48. Do you believe it was through this letter being handed to the authorities that you were ordered away from Noumea? It was through the letter that Dr. Rastoul wrote that implicated her by stating that she was writing to her friends to expose the treatment of the déportés.
49. It was through this letter being handed over by the authorities of Sydney that she was told to leave the island? Yes.
50. *Mr. Cooper.*] Did you witness your husband's arrest? Yes.
51. Was anything said to you with regard to the cause of his arrest? He was fetched by the gendarmes, the mounted police, from his dinner. They were all armed for fear he should make resistance, but all the remark he made was that the arrest was not legal.
52. Was anything said as to the cause of his arrest? On the Saturday night the mail came in from Sydney, and on Sunday he was arrested.
53. Where was he taken to when he was arrested? He was commanded to be put in irons, and was put in the hold of a vessel, to be sent to the Isle of Pines.
54. Did any investigation take place as to the cause of his arrest? No, not the least, nor was anything known by me till I went the day following to the office to ask the reason, and the officer gave the reason I have already stated.
55. As I understand, there was no public investigation as to the cause of the arrest? No, it is not customary there.
56. In consequence of this arrest you went to the Minister? Yes, I went to see him, and to ask the motive.
57. Did you, upon that occasion, see this letter—did the Director produce the letter? No; when I went to the office I asked the gentleman the reason, and he said it was a letter that Dr. Rastoul had written, at the same time pushing a letter that was lying on the table under a paper, as I fancied, to hide it from me.
58. *Chairman.*] Then you did not see the letter? I would not swear, but it looked very like the writing of Dr. Rastoul; but his manner was so quick that I could not see distinctly.
59. *Mr. Cooper.*] I understood you to say previously that you saw this letter before it was sent? Yes; it was myself made up the packet which contained the letters.
60. Upon the occasion of your paying your visit to this department, did the officer in authority describe the substance of the letter to you? No; he was very kind to me, but he did not give me any more information of what the letter was like.
61. How was it you understood you were implicated? I saw the letter before it went, when my husband was writing, and I know what he wrote.
62. But I understood you to say that the Director stated you must leave the island because you were implicated? The reason was that I was expelled for a political cause, and the only cause against me was what had been put in Dr. Rastoul's letter.
63. Is that simply your inference, or was that the statement made to you by the officer? When I went to ask the cause of banishment of the Procureur, the head Magistrate, he said—"You are known to be a great politician, have written letters and caused letters to be written."
64. *Chairman.*] Did you ever succour any communist by giving tobacco and bread? Yes, I have frequently sent my little boy to give bread and tobacco to the political convicts.
65. *Mr. Cooper.*] Would that not be a reason for your expulsion? They would give no reason but a political one.
66. *Chairman.*] Did not the Director refer to one special letter sent to Rochefort and Grousset by Dr. Rastoul? When I went to the bureau the gentleman told me plainly that it was a letter that Dr. Rastoul had written to Messieurs Rochefort and Grousset that had caused my husband's arrest. He did not interfere with politics, he was practising the medical profession, but he was writing things that were not known to the Government of France, exposing what was taking place in New Caledonia.
67. *Mr. Fitzpatrick.*] This letter written by Dr. Rastoul was intrusted to a young man to bring to Sydney? I gave the young man the letters to be posted in Sydney.
68. What proof have you that the young man ever came to Sydney? There was a list of the letters, and the price he paid for posting them in Sydney.
69. What proof have you that he ever came to Sydney? There was proof that he went on board the "Egmont" to Sydney, and that he returned by the "Egmont" two mails after, and there is no other stopping-place.
70. Is there any one in Sydney who knows this young man? There is one who knows him, Mr. Praden; he is the only one.
71. Is he in Sydney? Yes.
72. He knows that this young man was in Sydney? Yes, because he lives there when he is in Sydney.
73. What proof have you that this letter was put into the post office in Sydney? The bill that was given to me to pay for the postage of the letters in Sydney.
74. What bill do you mean? So many letters, I think, thirty-eight or thirty-nine letters, for postage stamps, I think it was 23s. I paid.
75. Is that the only proof you have that the letter was posted? For the moment I have not any other proof, unless I can get the deposition of the gentleman I speak of.
76. *Chairman.*] You have the proof of the person? Yes, but he is in Noumea.
77. *Mr. Fitzpatrick.*] You have no proof here that the letter was put into the post office? I have only the proof of the integrity of the young man who took the letters and put them in the post office, and the statement of the Director in Noumea.
78. If I understood you rightly, your statement was that Dr. Rastoul was apprehended because he had written a letter to Rochefort? Perfectly.
79. What evidence is there that this letter ever came into the Sydney Post Office? The deposition of the Director.
80. The Director, as I understood, merely said that he apprehended Dr. Rastoul because of writing this letter—he did not say it came to him from the Sydney Post Office? Yes, certainly he did say so—that it came out of the Sydney Post Office.
81. You had some communication with our Postmaster General? No; I made a visit to him one morning, that was all.
82. Did you make any other inquiry of persons in the Post Office? No, I made no inquiries of any one but Mr. Buchanan, the Chairman of this Committee; I did not know any one here, or how to go about it.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MR. JAMES GREY.

(LATE POSTMASTER AT ALBION PARK.)

Ordered by the Legislative Assembly to be printed, 7 May, 1875.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 20th April, 1875, praying that His Excellency the Governor will be pleased to cause to be laid upon the Table of this House,—

“ Copies of all Reports, Correspondence, and Minutes thereon, of what-
 “ soever nature, that may have taken place between the Post Office
 “ Department and James Grey, late Postmaster at Albion Park, having
 “ reference to his suspension or removal from the office of Postmaster at
 “ Albion Park.”

(Mr. Macintosh.)

MR. JAMES GREY.

MR. POSTAL INSPECTOR MOYSE to THE SECRETARY, G.P.O.

Sydney, 19 May, 1874.

SIR,

I have the honor to report, for the information of the Honorable the Postmaster General, that I arrived at Albion Park on the 14th instant, at 6.30 p.m. I inspected the post office next morning—my report on the same herewith. I questioned Mr. Grey, the Postmaster, as to the missing letter, posted at that office by Mr. Rhodes, of Newtown, on Sunday, the 11th January last. He did not give me any further information. I saw Mr. Jas. M'Gill, J.P., Constable Bell, of Dapto, and others, as to the way Postmaster at Albion Park conducts his office. I walked to Tullimbar, and inspected that post office. I saw Mr. Wilson, the Master of the Public School, on my return to Albion Park. I walked to Mr. Weston's and Mr. Russell's next day, the 16th instant.

* * * * *

There have been many complaints received by this Office since 1868 of letters being lost, tampered with, and detained by Postmaster, Albion Park. As these complaints cannot all be without foundation, I beg to suggest that Mr. J. J. Grey be removed from the office as soon as a suitable successor can be appointed. I hear that many of the residents now do not complain, as hitherto it has not been of any use, and being indebted to the Postmaster, fear to offend him. Should it be decided to make the change I have suggested, the post office can be removed to the Public School, and Mr. Wilson, the Master, appointed Postmaster. The school-house is on the main road, 100 yards south of the present office, and quite as convenient for the branch mail lines.

I called on Mr. Wilson, and asked him would he be willing to undertake the duties of Postmaster if offered to him; he said, yes, provided the Council of Education gave him permission; at the same time he did not wish to affront Mr. Grey, who was a member of his School Board.

There is no other place at Albion Park suitable for the post office.

I have, &c.,
V. MOYSE,
Postal Inspector.

MINUTES ON THE FOREGOING.

Submitted.—I concur in the Inspector's recommendation. A suspicion has long prevailed in this Office that letters were tampered with at Albion Park, but it has never been possible to prove the tampering.—S.H.L., 22/5/74.

Approved, but before making any change Mr. Wilson should be asked if he will act as Postmaster, and permission asked that he be allowed to do so by Council of Education.—S.S., 23/5/74.

THE SECRETARY, G.P.O., to MR. WILSON.

General Post Office,
Sydney, 27 May, 1874.

SIR,

I am directed to inquire, for the information of the Postmaster General, whether you would be willing to undertake the duties of Postmaster at Albion Park.

The emoluments of the office consist of a salary of £20 per annum, and a commission of 10 per centum on the sale of postage stamps.

I am, &c.,
S. H. LAMBTON,
Secretary.

THE SECRETARY, G.P.O., to THE SECRETARY, COUNCIL OF EDUCATION.

General Post Office,
Sydney, 27 May, 1874.

SIR,

I am directed to inquire, for the information of the Postmaster General, whether there would be any objection to the Public School teacher at Albion Park being appointed to the office of Postmaster at that place.

I have, &c.,
S. H. LAMBTON.

MR.

MR. J. WILSON TO THE SECRETARY, G.P.O.

Albion Park Public School,
30 May, 1874.

SIR,

With reference to your letter, dated the 27th instant, No. 74-24, inquiring whether I would be willing to undertake the duties of Postmaster at this place, I have the honor to acquaint you, for the information of the Postmaster General, that various reasons render me unwilling at present to do so.

I have, &c.,
JOHN WILSON.

THE POSTMASTER AT ALBION PARK TO THE SECRETARY, G.P.O.

Post Office, Albion Park,
30 May, 1874.

SIR,

Mr. John Wilson, the teacher of the Albion Park Public School, has handed me your letter asking him to take the post office at this place.

May I ask the reason that it is found necessary to remove it from the present Postmaster.

I am, &c.,
JAMES GREY, P.M.

MINUTES ON THE FOREGOING.

Submitted with letter from Mr. Wilson declining to take the office. The Council of Education will probably, if asked by the Department, insist on his taking it.—S.H.L., 1/6/74.

Inform Mr. Grey of the reasons, and add, that I consider it desirable not to have post offices at stores, where, as in this case, it can be avoided.—S.S., 2/6/74.

THE SECRETARY, COUNCIL OF EDUCATION, TO THE SECRETARY, G.P.O.

Council of Education Office,
Sydney, 2 June, 1874.

SIR,

In acknowledging the receipt of your letter of the 27th May ultimo, No. 74-24, I am directed by the Council of Education to acquaint you, for the information of the Postmaster General, that the Council has no objection to the teacher of the Public School at Albion Park being appointed to the office of Postmaster at that place.

I have, &c.,
W. WILKINS,
Secretary.

Send copy of letter to P.M., Albion Park, stating reasons for change of Postmaster; to the Council of Education, and point out that it is believed that Grey is influencing the schoolmaster to decline to accept the office. Request that the Council of Education will write to the teacher and ask him to perform the duties.—S.S., 3/6/74.

THE SECRETARY, G.P.O., TO THE POSTMASTER AT ALBION PARK.

General Post Office,
Sydney, 6 June, 1874.

SIR,

In reply to your letter, dated the 30th May last, inquiring the reason why it is contemplated by this Department to make a change in the postmastership at Albion Park, I am directed to inform you that you are aware that many complaints have been made to this Department at various times since the year 1869 of irregularities alleged to have been committed at the Albion Park post office, which have involved a want of confidence in your management as Postmaster.

The Postal Inspector has, moreover, twice since the year 1869 been sent by this Department to investigate charges made against you. On the first occasion the Inspector did not report favourably on the conduct of your office.

On the second occasion, viz., in May last, the Inspector again pointed out that there still exists want of confidence in the management of the post office under your charge.

It is not considered necessary to recapitulate here particulars of the many cases of complaint against the Albion Park post office, most of which have already been officially made known to you. One case, however, may be mentioned, and that is, the peculiar one of Mr. Rhodes, who recently posted a letter at your office, addressed to Mrs. Geo. Rhodes, Newtown, containing two £1 notes, the correspondence in which (without the bank-notes) was returned to him in a cover forming one of the enclosures in the original letter. This letter had never reached its destination, and the cover which contained the portion of the contents returned to the writer bears evidence upon it that it was posted at Albion Park.

If Mr. Rhodes' statement is correct, there can be no reasonable doubt that the money was abstracted at Albion Park post office, as the two-penny stamp, which was not on the envelope when it was placed in the letter addressed to Mrs. Rhodes, must have been placed on the letter at that office, as it bears the defacing stamp and date stamp of Albion Park before the original letter could have passed beyond your charge.

Under

Under all the circumstances of the case, and moreover as it is considered undesirable to have post offices at stores where it can be avoided, the Postmaster General deems it expedient to make the proposed change in the postmastership at Albion Park.

I have, &c.,
S. H. LAMBTON,
Secretary.

THE SECRETARY, G.P.O., to THE SECRETARY, COUNCIL OF EDUCATION.

General Post Office,
Sydney, 9 June, 1874.

SIR,

With reference to previous correspondence on the proposed appointment of Mr. J. Wilson, teacher of the Public School at Albion Park, as Postmaster at that place, I am directed to forward for your information a copy of a letter which has been addressed to the present Postmaster in explanation of his contemplated removal from office.

I am to state that, in reply to the Postal Inspector who recently visited Albion Park, Mr. Wilson stated that he would be willing to undertake the duties of Postmaster, if offered to him, provided the Council of Education gave him permission, although "he did not wish to affront Mr. Grey (the present Postmaster), who was a member of his School Board."

When, however, the offer was made to Mr. Wilson, that gentleman writes "that various reasons render him unwilling at present to accept the position."

It appears that if a change is to be effected in the postmastership at Albion Park, the post office cannot be removed with advantage except to the school-house, and as there is reason to believe that Mr. Grey's influence is the chief occasion of Mr. Wilson declining the office, I am to request that you will be so good as to move the Council of Education to cause the latter to be written to and asked to perform the postal duties.

I have, &c.,
S. H. LAMBTON.

THE SECRETARY, COUNCIL OF EDUCATION, to THE SECRETARY, G.P.O.

Council of Education Office,
Sydney, 18 June, 1874.

SIR,

With reference to your letter dated 9th June instant, No. 74-2,658 B, I am directed by the Council of Education to acquaint you, for the information of the Honorable the Postmaster General, that the Council has no objection to the appointment of Mr. Wilson, teacher of the Albion Park Public School, to the office of Postmaster at that place. Mr. Wilson has expressed his willingness to accept the office.

I have, &c.,
W. WILKINS,
Secretary.

THE SECRETARY, G.P.O., to THE POSTMASTER, ALBION PARK.

General Post Office,
Sydney, 23 June, 1874.

SIR,

Referring to my letter of the 6th instant, I beg to inform you that Mr. John Wilson has been appointed to succeed you as Postmaster at Albion Park, from the 1st July next.

2. You will be good enough, on that date, to hand over to him all letters, packets, book parcels, newspapers, printed notices to the public, printed forms and books, printed or manuscript letters of instruction, date and obliterating stamps, office seals, stores, or other Government property in your possession, for which he has been instructed to give you a receipt in triplicate, upon the enclosed form. One of these receipts you will forward to this office, as a voucher that you have ceased to be responsible for the articles in question; one you will retain, and the other you will hand to your successor.

3. In order that your accounts with this department may at once be closed, I request you will forward, with the least possible delay, your Postage Stamp and Postage Accounts, made up to the date of your ceasing to be Postmaster, and also the letter bills to the same date.

4. You will remit, in the usual manner, to the Cashier, any revenue you may have in your hands on the date of giving up office, and you will transfer to your successor any postage stamps you may have on hand, taking therefor a receipt in triplicate, upon the enclosed form. One of these receipts you will forward with your accounts, that credit may be given you for the value of the postage stamps transferred; one you will retain, and the other you will hand to your successor.

5. I trust that in transferring your office to your successor, you will afford him every information and assistance in your power.

I am, &c.,
S. H. LAMBTON,
Secretary.

RECEIVED from Mr. _____, late Postmaster at _____ Post Office, _____ 187 .
 _____, the following articles, viz. :—

Description.	Number.	Description.	Number.
Registered letters (give addresses in margin)		Foolscap paper	quires
Ordinary letters		Cartridge „	„
Packets and book parcels		Blotting „	„
Newspapers		Steel-pens, nibs	„
Letter Bills (B) in books containing 200 each		Holders for do.	„
„ (B) „ 100 „		Black ink powders	packets
„ (B) „ 50 „		Obliterating ink	tins
„ (W)		Twine	lb.
„ (L) (Registered Letter Lists—		Sealing-wax	„
Sydney)		Stamping pads	„
„ (L) (do. —		Letter-scales... ..	„
Country)		Largo scales for weighing parcels	„
Time Bills A		Date-stamp Impression Books	„
„ B		Address books	„
„ C		Mail-bags	„
„ D		Tin labels	„
„ E		Leather do.	„
Return of number of letters (Z)		Date-stamps and type	„
Remittance and Requisition for Postage		Obliterating stamps	„
Stamp Forms (E)		Office seals	„
Advice of Remittance Forms (Y)		Maps of New South Wales... ..	„
Monthly Contract Report Forms (K)		Coloured pencils, for marking registered	„
Missent Letter Report Forms (F 28)		and pre-paid letters	„
Statement of Postage Collected Forms (F 1)		American leather-cloth	pieces
Unclaimed Letter Covers (R)		Tables of Rates of Postage	„
Requisition for Stores and Forms		Time-tables	„
Registered Letter Book E 22 (for giving		Books of Regulations	„
Receipts)		Printed Notices to the Public	„
Do. E 3 (for Letter Carriers)		Printed Letters of Instruction	„
Do. (for Receipt and Despatch)		Boards for filing Gazettes and Gazette	„
Despatch and Receipt of Inland Mails Books			
Mails Book (for Mailman's Receipt)			

(Signature of Postmaster.)

Any articles handed over not specified above must be added by the Postmaster in writing.

RECEIVED from Mr. _____, late Postmaster at _____ Post Office, _____ 187 .
 _____, the undermentioned postage-stamps :—

Number.	Description.	Value.	Number.	Description.	Value.
		£ s. d.			£ s. d.
	Penny			Ten-penny	
	Two-penny			Shilling	
	Three-penny			Five shilling	
	Four-penny			Newspaper wrappers	
	Five-penny				
	Six-penny				
	Eight-penny				
	Nine-penny				
				Total value ... £	

Signature of Postmaster.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

POST OFFICE AT FALBROOK.

(CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be printed, 15 June, 1875.

RETURN to an *Order* of the Honorable the Legislative Assembly of New South Wales, dated the 8th June, 1875, That there be laid upon the Table of this House,—

“Copies of all Correspondence, Minutes, &c., in reference to the proposed
“establishment of a Post Office at Falbrook.”

(Mr. W. C. Browne.)

A PETITION to the Honorable the Postmaster General, from the inhabitants of Falbrook, Goorangoola Creek, and those living in the adjacent localities, sheweth:—

1st. Your Petitioners humbly desire that a Post Office may be established at the Cobbler's Ridge, situated at the junction of the Goorangoola and St. Clair Road, and that a bi-weekly mail be run from Singleton to Goorangoola. This would accommodate a large number of inhabitants, and the Government might be saved the expense of the present line, which is nothing but a “mountainous, man and horse killing route” after it leaves Granger's on the Falbrook, and ought never to have been recommended as a “mail line.”

2nd. That the present weekly mail may be extended beyond Granger's to St. Clair, giving the inhabitants in that neighbourhood the benefit of a weekly mail, and avail themselves of the bi-weekly mail to the Cobbler's Ridge, instead of going to Singleton between posts as they now have to do, which is a distance of 20 miles there and the same distance back.

3rd. The proposed route is from Singleton to Cobbler's Ridge (carrying a way-bag for the accommodation of the settlers on the road-side), thence by the Cobbler's Ridge to Wm. Thomas's, Peter Gett's, Christopher Douglass's, James Cornode's, J. William's to Goorangoola, twice a week.

4th. That this arrangement would suit the requirements of the whole of the district there are no two opinions about.

5th. That the mail travelled by this same route last year until it was petitioned to be altered, and when their prayer was granted they desired to have it altered back again to the old route (that is the route now proposed), as the old route accommodated a great many more inhabitants. The chief mover went to Mr. Lethbridge, but that gentleman declined to interfere until the proper time had arrived, which time it is deemed has now arrived.

And your Petitioners, as in duty bound, will ever pray.

George L. Lethbridge, Bridgman
James Andrews, Falbrook
James Ayton, Falbrook
John Ayton, Falbrook
Henry Eagle, Falbrook
J. Cunneen, Falbrook
Robert Barber, Falbrook
James O'Bryan, Falbrook
Thomas O'Bryan, Falbrook

John Welch, Wood Lanvoil
James Smith, Falbrook
Robert Russel, Falbrook
his
David X Cann, senr., Cross Creek
mark
George Andrews
George Crittenden, Falbrook
Joseph Struney, Falbrook

320—

William

William Strumey, Falbrook
 Donald M'Rae, St. Clair
 his
 Edward X Connor, St. Clair
 mark
 his
 Laurance X Leonard, St. Clair
 mark
 W. Edgly, St. Clair
 John Morrison, St. Clair
 Robt. J. Batty, St. Clair
 J. Williams, St. Clair
 Samuel Irwin, St. Clair
 William Burt, Bridgman
 A. I. Willis, Bridgman
 William Shearer, Falbrook
 Henry Willis, Bridgman
 Christopher Douglass, Goorangoola Creek
 Matthew Flick, Goorangoola Creek
 John Downes, Goorangoola
 James Downes, Goorangoola
 Michael Downes, Goorangoola
 Mr. Micael Downes, Goorangoola
 Wm. Brooker, Goorangoola

Wm. Cowley, Goorangoola
 Thomas Brooker, Goorangoola
 William Henry, Goorangoola
 Daniel Rourke
 John M'Glynn, Bridgman
 Geo. Loder, St. Clair
 John Smith, Carrowbrook
 Joseph Smith, Carrowbrook
 Henry Brooker, Carrowbrook
 Duncan Wilkinson, Carrowbrook
 John Hood, Carrowbrook
 Frank Wilkinson, Carrowbrook
 George Wilkinson, Carrowbrook
 Thos. Wilkinson, Carrowbrook
 George Smith, Bridgman
 James Beck, Falbrook
 William H. Brown, Falbrook
 John Noble, Falbrook
 John E. Noble, Dolly's Gully
 James Sutton, Keepback
 Robert Hynds, Springwood
 Peter Andrews, Falbrook
 A. J. Andrews, Falbrook
 Edward Andrews, Falbrook

Postal Inspector De Millhau,—Can you afford any information on this matter?—S.H.L., 23/12/74.

I visited the locality called Cobbler's Ridge on the 23rd March. Mr. James Andrews is recommended as postmaster; his house is situated on the mail line from Singleton to Goorangoola, at the junction of the Goorangoola and St. Clair Roads, 5 miles from Bridgman Post Office, 5 miles from St. Clair Post Office, and 13 miles from Singleton. I think the number of farmers in the neighbourhood of Cobbler's Ridge is large enough to justify the establishment of a post office there. This place is more central than Bridgman Post Office. Though I do not advise the closing of Bridgman Post Office, I think before long the postal business done there will be so small that we will have to do so. There is no reason whatsoever to alter the mail line. I recommend that a post office should be established at Cobbler's Ridge, under the name of *Falbrook*, and that Mr. James Andrews should be appointed Postmaster of that office. This locality is not much known as Cobbler's Ridge. A mail weekly is quite sufficient for the present for the requirements of this locality.—G. DE MILLHAU, 13/4/75.

Let a post office be established at Falbrook, and Mr. James Andrews be appointed Postmaster. There appears to be no necessity for altering the mail route, and I think a weekly mail is sufficient for the present.—J.F.B., 22/5/75.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

PENNY POSTAGE.

(STATISTICS.)

Ordered by the Legislative Assembly to be printed, 2 August, 1875.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 14th June, 1875, That there be laid upon the Table of this House,—

- “ (1.) The names of the Suburbs and places around Sydney to which the Penny Postage has been extended.
- “ (2.) The number of Letters that passed through the General Post Office to and from such Suburbs in each of the twelve months preceding such extension of the Penny Postage, and in each month subsequent thereto, down to date of Return; and the number of Letters that passed through the Post Offices of such Suburbs and places in each month during the same period.
- “ (3.) The number of Newspapers that passed through the General Post Office in each of the twelve months prior to the abolition of Postage upon Newspapers, and in each month subsequent thereto, down to date of Return, distinguishing those sent out of the Colony from those distributed within.
- “ (4.) The loss or profit to the Public Revenue by the extension of the Penny Postage to the Suburbs and places alluded to, and the abolition of Postage upon Newspapers.”

(Mr. Cohen.)

PENNY POSTAGE.

(1.)

Municipalities.

Alexandria	Glebe	Paddington	St. Peter's
Ashfield	Hunter's Hill	Petersham	Victoria
Balmain	Leichhardt	Randwick	Waterloo
Camperdown	Marrickville	Redfern	Waverley
Darlington	Macdonald Town	Ryde	West Botany
East St. Leonards	Newtown	St. Leonards	Woollahra
Five Dock	North Willoughby		

Post Offices.

Annandale	Enfield	Manly	Ryde
Ashfield	Five Dock	Marrickville	St. Leonards
Balmain	Gannon's Forest	Macdonald Town	St. Mark's
Biloela	Gladesville	Newtown	St. Peter's
Botany	Glebe	North Willoughby	Tempe
Bourke-street	Hunter's Hill	Paddington	Waterloo
Burwood	Haslem's Creek	Petersham	Watson's Bay
Camperdown	Kogarah	Pymont	Waverley
Canterbury	Lane Cove	Randwick	Woollahra
Coogee	Longbottom (Concord)	Redfern	

- (2.) Estimated number of letters that passed to and from the General Post Office and the above suburbs, for twelve months preceding the extension of the penny postage:—928,616; average, about 77,385 monthly.

Estimated number of letters that passed to and from the General Post Office and the above suburbs, for twelve months of 1874 and 1875 subsequent to the extension of the penny postage:—1,404,442; average, about 117,037 monthly.

- (3.) Estimated number of newspapers posted at the General Post Office for twelve months prior to the abolition of postage on newspapers:—Inland, 2,448,000; average, about 204,000 monthly. Foreign, 637,200; average, about 53,100 monthly.

Estimated number of newspapers posted at the General Post Office for twelve months subsequent to the abolition of postage on newspapers:—Inland, 2,719,200; average, 226,600 monthly. Foreign, 741,900; average, about 61,825 monthly.

- (4.) Estimated loss of revenue consequent on extension of penny postage to suburbs:—£1,886 per annum.
Estimated loss of revenue consequent on abolition of postage on newspapers:—£15,100 per annum.

S. H. LAMBTON,
Secretary.

General Post Office,
Sydney, 30 July, 1875.

1875.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE UNTIL SURVEYED, FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES—
FROM 1 NOVEMBER, 1874, TO 31 FEBRUARY, 1875.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1. (From 1 November, 1874, to end of February, 1875.)

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Occ. 74-1922	380	Dahomey No. 2 Run, Bligh District	.....	3 Nov., 1874 ..	3288
1923	381	Dahomey and Dahomey No. 2 Runs, do.	.....	" ..	"
1924	382	Yarraman and Bullorora Runs, do.	.....	" ..	"
1925	383	Tourable Run, do.	.....	" ..	"
1926	384	New Tourable and Bundy Runs, do.	.....	" ..	"
1927	385	Tahrone Run, do.	.....	" ..	"
1928	386	Buggill Run, do.	.....	" ..	"
1929	387	Coocrah Warral Run, do.	.....	" ..	"
1930	388	Gidginbilla Run, do.	.....	" ..	"
1931	389	Gibgenbar and Bullorora Runs, do.	.....	" ..	"
1992	390	Tarridgeric Run, do.	640 acres	" ..	"
"	391	Do. do.	640 "	" ..	"
"	392	Do. do.	640 "	" ..	"
"	393	Do. do.	640 "	" ..	"
"	394	Do. do.	640 "	" ..	"
"	395	Do. do.	640 "	" ..	"
"	396	Do. do.	640 "	" ..	"
"	397	Do. do.	640 "	" ..	"
"	398	Do. do.	640 "	" ..	3289
"	399	Do. do.	640 "	" ..	"
"	400	Do. do.	640 "	" ..	"
	northerly extension				
1906	246	Dubbo Run, do.	.....	" ..	"
2010	401	New Wombobbie Run, do.	.....	" ..	"
2014	402	Borgara Run, do.	.....	" ..	"
2028	403	Bucker, No. 2 Run, do.	640 acres	" ..	"
"	404	Back Carrabear, Block B Run, do.	about 320 "	" ..	"
2049	405	Carwell, No. 2 Run, do.	640 "	" ..	"
"	406	Do. do.	640 "	" ..	"
"	407	Carwell Run, do.	640 "	" ..	"
2029	514	Mumblebone Run, Wellington District	about 2,560 "	" ..	"
1949	515	New Mount Forster Run, do.	.....	" ..	"
	northerly extension				
1950	68	New Morembone Run, do.	.....	" ..	"
1951	516	Ballabon Run, do.	.....	" ..	"
2166	517	The Plains Run, do.	about 5 sq. miles	" ..	"
Occ. Mis. 2166	518	Glenceo Run, do.	" 5 "	" ..	"
"	519	Murrabugga Run, do.	about 5 sq. miles	" ..	"
"	520	Do. do.	" 5 "	" ..	"
"	521	Boree Bogal Run, do.	" 5 "	" ..	"
2050	522	Ninia Run, do.	640 acres	" ..	3290
"	523	Ninia and Wullamgambone Runs, do.	640 "	" ..	"
2099	140	Thoulconna East and Thoulconna West Runs, Albert District	1,600 "	" ..	"
"	141	Berawinia East Run, do.	1,320 "	" ..	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Oce. Mis. 74-1932	134	Bundabulla East, No. 2 Run, Warrego District		3 Nov., 1874	3290
1933	135	Do No. 1 Run, do.		"	"
1934	136	Do. No. 3 Run, do.		"	"
1935	137	Bundabulla West, No. 3 Run, do.		"	"
1936	138	Do. No. 2 Run, do.		"	"
1937	139	Do. Block No. 1 Run, do.		"	"
	extension				
2005	123	East Bogan, No. 20 Run, do.		"	"
1978	387	Carrara Run, Gwydir District		"	"
1979	388	Do. do.		"	"
	extension				
2000	789	Nyang Run, Murrumbidgee District.		"	"
2050	511	Ninia Run, Wellington District.	640 acres	"	"
"	512	Wullamgambone Run, do.	640 "	"	"
"	513	Do. do.	640 "	"	"
1957	695	Narradandara Run, Lachlan District		"	3291
2014	402	Borgara Run, Castlereagh River		6 Nov., 1874	3332
Ms. Ls. 74-6689	38	County of King, parish of Nelanglo	7½ acres	7 Nov., 1874	3347
6480	696	County of Harden, parish of Nuring	2 roods 16 perches	"	"
6479	229	County of Dampier, parish of Narira	49 acres	"	"
6272	1250	Counties of Hume and Denison, Coreen Run	about 6 sq miles	"	"
"	1251	Do. do. Billabong Forest Run	5 sq. "	"	"
6648	675	County of Urana, parish of Watt	120 acres	"	"
6648	1252	Do. parish of Coonong	80 "	"	"
6687	1196	County of Boyd, the Dry Lagoon, Uroly Run.	840 "	"	3348
6482	738	County of Hume, parish of Castlestead	about 80 "	"	"
	extended.				
5755	540	County of Mitchell, parishes of Burrandana and Pulletop	4½ square miles	"	"
"	464	Do. parish of Westby	6½ "	"	"
"	539	Do. parish of Pulletop	1½ "	"	"
"	southern extension.				
"	111	Do. parish of Maclean	3½ "	"	"
"	479	Do. parishes of Pearson and Burke	6 "	"	"
"	859	Do. parishes of Mundawaddery and Grubben	about 3½ sq. miles	"	"
"	865	Do. parishes of Vincent and Grubben	about 1,730 acres	"	"
"	867	Do. parish of Milbrulong	1,920 "	"	"
"	1253	Do. parish of Bullenbung	about 3½ sq miles	"	"
"	481	Do. parish of Osborne	1,440 acres	"	"
"	1254	Do. parish of Bulgary	about 500 "	"	"
"	1255	Do. do.	" 200 "	"	"
"	1256	Do. parish of Mimosa	600 "	"	"
"	590	Do. do.	" 600 "	"	"
"	southerly extension.				
"	510	Do. parishes of Gobbaganla and Birrigo	4 square miles	"	"
"	507	Do. parish of Gobbaganla	2½ "	"	3349
"	508	Do. do.	2 "	"	"
"	southerly extension.				
6329	740	County of Buckland, parish of Temi	40 acres	"	"
6593	37	Do. parish of Texas	about 4 sq. miles	"	"
"	741	Do. parishes of Denver and Texas	" 1 sq. mile	"	"
"	742	Do. parish of Texas	" 1,160 acres	"	"
6743	389	County of Murchison, parish of Little Plain	75 "	"	"
6742	525	County of Ashburnham, on Gumble Creek	about 22 "	"	"
6967	526	Do. at Greengrove Spring.	160 "	"	"
5626	527	County of Gregory, Middle Dam, Pentagon Run	4½ square miles	"	"
"	528	Do. Crooked Creek, do.	1,920 acres	"	"
"	529	Do. do. do.	1,820 "	"	"
Aln. 74-6357	363	County of Sandon, parish of Elton	60 "	"	"
6357	364	Do. do.	18a. 1r. 36p.	"	"
3905	39	County of King, parish of Numby, on the Numby and Goulburn Road	45½ acres	"	3350
Ms. 74-5424	230	County of Dampier, parish of Narira	17½ "	"	"
Aln. 74-20719	1257	County of Townsend, parishes of Tholobin and Wandook	706½ "	"	"
Ms. 74-5820½	1258	County of Goulburn, parish of Cumberoona	220 "	"	"
5646	361	County of Vernon, on the road from Uralla and Walcha	90 "	"	"
6478	1260	County of Mitchell, parish of Cuddell	about 1,050 "	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 74-1750	699	County of Cooper, parish of Barralong, at Barralong.....	608 acres	7 Nov., 1874	3350
6511	11	County of Georgiana, parish of Kiauma	4a. 3r. 35p.	"	"
6495	1259	County of Hume, parish of Round Hill, Round Hill Run	100 acres	"	"
6690	390	County of Courallie, parish of Morce, Meci River	about 19 "	"	3351
"	391	Do. parish of Mia Mia, do.	24 "	"	"
Aln. 74-12908	359	County of Arrawatta, parish of Pindari, Pindari Creek	240 "	"	"
"	360	Do. do. Viver's Creek	about 400 "	"	"
Ms. 74-6686	530	County of Ashburnham, on Manildra Creek	" 37 "	"	"
Aln. 74-3667	223	County of Fitzroy, parish of Turville, Clarence River	73 "	"	"
Ms. 74-6688	1261	County of Wynyard, parish of Book Book	about 73 "	"	"
6380	744	Counties of Darling and Murchison, Liverpool Plains	2 square miles	"	"
"	745	County of Darling, parishes of Gladstone and Newry	432 acres	"	"
"	746	County of Darling, parish of Tarpoly, Glen Riddle Run	1,150 "	"	"
7163	233	County of Wallace, parish of Wullwe, Wullwe Forest Reserve	960 "	"	"
5821	743	County of Pottinger, parish of Doona, Doona Forest Reserve	5,165 "	"	3352
6741	10	County of Georgiana, Mount Worong	365 "	"	"
.....	1262	County of Denison, parish of Cottadidda, Murray River	about 300 "	"	"
.....	1263	Do. do. do.	280 "	"	"
.....	1264	Do. do. do.	about 150 "	"	"
Ma. 74-4610	697	County of Clarendon, parish of Eurongilly	240 "	"	"
6415	231	County of Dampier, parish of Nooroona	about 183 "	"	"
"	232	Do. do.	19 "	"	"
6481	698	County of Forbes, parish of Binda, Kangaroooby Creek	22 "	"	3353
6462	362	County of Gough, parish of Lands End	about 20 "	"	"
Occ. 74-2252	143	County of Werunda, Outer Woytchugga East Run .....	.....	13 Nov., 1874	3405
"	144	County of Werunda, Woytchugga East Run	320 acres	"	"
"	145	County of Livingstone, Culpaulin East Run.....	320 "	"	"
"	146	Do. Outer Culpaulin East and Outer Curranyale Runs	640 "	"	"
"	147	County of Livingstone, Outer Curranyale Back Plain Run	640 "	"	"
"	148	Do. do.	640 "	"	"
"	149	County of Werunda, Outer Culpaulin East Run	640 "	"	"
"	150	Do. Woytchugga East Run	320 "	"	"
"	151	County of Livingstone, Outer Curranyale Run...	640 "	"	"
"	152	County of Werunda, Darling River .....	.....	"	"
2380	408	Nedgera Creek, Ningear Run, Bligh District ..	about 2 sq. miles	"	"
2381	409	Do. do.	" "	"	"
2453	410	Warran Creek, Warran Creek No. 1 Run, Bligh District .....	.....	"	"
2454	411	Warran (or Marthaguy) Creek, Warran Creek No. 2 Run, Bligh District.....	.....	"	"
2455	412	Warran Creek, Werribiddee Run, Bligh District .....	.....	"	"
2382	413	At the Tank and Well, Buck Carrabour Run, do.	640 acres	"	"
2386	414	Old Harbour Run, Bligh District .....	.....	"	"
2397	415	Byumal Creek, Uroballa Run, Bligh District ..	.....	"	"
2400	142	Marley Waterhole, Grawin Run, Warrego District	about 320 acres	"	"
2187	143	Marra Creek, Gigger Run, do.	5 square miles	"	"
2129	144	Narran River, Ballinbinyia Run, do.	.....	"	"
"	145	Do. Cooghan Run, do.	.....	"	3406
2178	146	Marra Creek, Wyleric Run, do.	.....	"	"
2179	147	Do. do. do.	640 acres	"	"
2181	148	Ulmarra Waterhole, East Bogon Back Run, do.	640 "	"	"
2183	149	Gumira Waterhole, do. do.	640 "	"	"
2184	150	Wyleric Run, Warrego District	640 "	"	"
2185	151	Back Gigger Run, do.	640 "	"	"
2186	152	Do. do.	1,280 "	"	"
2401	153	Cumbarah Spring Reserve, Cumbarah Spring Run	640 "	"	"
"	154	Grawin Waterhole, do.	1,280 "	"	"
2402	155	Bogah Waterhole, Plumbolah No. 7 Run	640 "	"	"
2403	156	Big Warrambool, Plumbolah No. 5 Run	640 "	"	"
"	157	Brahe Waterhole, do.	320 "	"	"
2404	158	Wagga Wagga Waterhole, Plumbolah No. 6 and Wee Warra Runs	640 "	"	"
"	159	Brumby Waterhole, do. do.	320 "	"	"
2466	160	Boland Waterhole, Hermeden Run	about 2 sq. miles	"	"
2410	747	Bomera and Little Plains Creeks, Bomera Run..	.....	"	"
2409	748	Ulamen Creek, Boballa or Ulaman Run	640 acres	"	"
2263	749	Do. do.	.....	"	"
2317	392	Terrible Hole Waterhole, Telleraga Run	640 acres	"	"
2318	393	Brown's Creek, do.	.....	"	"
2319	394	Mehi River, do.	2 square miles	"	3407
2173	1265	Dry Plains Run, Murrumbidgee District	4 "	"	"
2174	1266	Do. do.	4 "	"	"
2465	531	Marra Creek, Coper Run, Wellington District..	about 2 "	"	"
2464	532	Cogan Waterhole, Hermitage East Run .....	.....	"	"
2467	533	Marra Creek, Mondado Run, Wellington District	about 2 sq. miles	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio
Ms. 74- 2249	142	Preservation Creek, Sturt's Depot Glen Run	1,920 acres	13 Nov., 1874	3407
2346	234	Mullion, Yumbewa, and Urayarra Runs, Monaro District		"	"
2180	140	Ulmarra Waterhole, East Bogan Back Run	640 acres	"	"
2182	141	At Tara, do.	640 "	"	"
2502	153	Newfoundland No. 1 Run, River Darling	about 5 sq. miles	17 Nov., 1874	3487
2501	154	Mere Run, Wilson's Point, do.	" 5 "	"	"
2500	155	Dunlop South-west Run, do.	" 5 "	"	"
"	156	Do. do.	" 5 "	"	"
"	157	Do. do.	" 5 "	"	"
2522	416	At the Big Monkey, Warran Downs Run		"	"
2523	417	Do. do.		"	"
2521	418	Do. do.		"	"
2457	1267	Ross's Tank No. 1, Bergen Run, Murrumbidgee District	640 acres	"	"
"	1268	Red Dam and Tank, Bergen Run, Murrumbidgee District	640 "	"	"
"	1269	Warrangobogga First Tank, Warrangobogga Run, Murrumbidgee District	640 "	"	"
"	1270	North Lalalte Tank, Lalalte Run, Murrumbidgee District	640 "	"	"
2546	158	Punnakungara Waterhole, Mount Shannon No. 1 Run		"	"
2541	585	County of Inglis, parish of Bubbogullion		"	"
"	eastern extension.			"	"
"	586	Do. do.		"	"
"	northern extension.			"	"
Aln. 74-21667	51	County of Durham, parish of Meramie	22½ acres	18 Nov., 1874	3459
12812	56	County of Brisbane, parish of Worondi	1½ acre	"	"
14576	57	Do. parish of Hall	5½ acres	"	"
8167	21	County of Bligh, parish of Collaroy	8 "	"	"
17911	23	County of Wellington, parish of Larras Lako	65 "	"	"
21506	52	County of Durham, parish of Avenal	180½ "	"	"
21388	40	County of King, parish of Alton	16 "	"	"
"	53	County of Durham, parish of Holywell	56 "	"	3460
"	54	Do. parish of Avenal	200 "	"	"
6471	159	Youngarignia, Cuttaburra Creek	1,440 "	"	"
"	160	Boongunyarra and Youngarignia Runs	1,440 "	"	"
"	161	Coonbilly Run, to include Coonbilly and Group Springs	1,875 "	"	"
"	162	Mucross Run, to include Yantabullabulla, and Nannampilla and Bokinge Springs	1,440 "	"	"
Ms. 74- 6471	163	Mucross and Kenmare Run, Jacombs Spring	640 "	"	"
6759	164	Mary Mary Back Run, at Walkerrack Dam	about 10 sq. miles	"	"
6454	419	County of Ewenmar, at the Old Bundemar Waterhole	about 2½ "	"	"
"	420	County of Napier, on Queensborough Run	640 acres	"	"
"	421	Do. do.	640 "	"	"
"	422	Do. on the Black Stump Run	about 1,523 "	"	"
"	423	Do. on Queensborough Run	160 "	"	"
7690	424	County of Ewenmar, parish of Killendoon	1,650 "	"	"
"	425	Do. parish of Wambianna	2,368 "	"	"
"	426	Do. do.	1,350 "	"	"
6454	427	County of Napier, at Queensborough Head Station	640 "	"	"
6753	428	County of Napier, parish of Toorawand	about 3 sq. miles	"	3461
1805	395	County of Arrawatta, parish of Wyndham	1 sq. mile	"	"
Aln. 74-18814	396	County of Benarba, parishes of Tielia and Meroo	656 acres	"	"
Ms. 74- 6962	397	Do. parish of Tillaloo, Noona Run		"	"
6241	398	County of Burnett, parish of Gournama	320 acres	"	"
5747	399	County of Courallie, parish of Mia Mia	1,000 "	"	"
Aln. 74-17462	700	County of Forbes, parish of Morongla	150 "	"	"
19284	750	County of Buckland, parish of Yarrimanbah	3½ "	"	"
Ms. 74- 573	751	County of Darling, parish of Belmore	2½ sq. miles	"	"
"	752	Do. parish of Borindee	about 864 acres	"	"
"	753	County of Pottanger, parish of Clift	8 sq. miles	"	"
5004	1271	County of Urana, Wongamong Creek, Myall Plains Run	967 acres	"	"
"	927	County of Urana, parish of Palmer	72 "	"	"
"	southern extension.			"	"
5513	1272	County of Townsend, parish of Hartwood, Yanko Creek	1,160 "	"	"
"	1273	County of Urana, parish of North Corca	1,048 "	"	"
6890	1274	Do. parish of Morundah South	5½ sq. miles	"	3462
"	1275	Do. parish of Piney Ridge	7 "	"	"
6589	752	Counties of Wakool and Townsend, Murrumbidgee District	1½ sq. mile	"	"
"	northern extension.			"	"
6543	1276	County of Wynyard, Parish of Book Book	about 53½ acres	"	"
6547	1277	County of Townsend, parish of Wargam	" 93 "	"	"
"	1278	County of Wakool, Beremegad Run, parish of Bookit	9½ sq. miles	"	"
R.S.B. 74- 1351	1279	County of Cadell, parishes of Bama and Moura		"	"
"	1280	Do. parish of Bama	9½ acres	"	"
Aln. 74-19811	1281	County of Townsend, parish of Moonbria	about 3½ sq. miles	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published	Folio.
Ms. 74- 5524	235	County of Wellesley, parishes of Burrumbuca and Mahratta	160 acres	18 Nov., 1874 ...	3462
Aln. 73-13720	236	County of Wallace, parish of Seymour	about 60 "	"	"
Ms. 74- 7091	161	County of Yanda, at Wercriua, at the Yellow Waterhole	880 "	"	"
7152	534	County of Ashburnham, near Manildra Creek	2a. 1r. 24p.	"	"
6764	535	County of Gordon, Cadumbe or Loombah Creek	about 90 acres	"	"
7093	536	County of Ashburnham, near Forbes	2½ "	"	"
R.S.B. 74-1256	22	County of Bligh, parish of Collicblue, por. 91 ...	100 "	"	3463
"	23	Do. parishes of Collier and Uarbry	13½ sq. miles	"	"
"	24	Counties of Napier and Bligh, Brennan's Gap ...	11 "	"	"
"	25	Do. on the road from Coolah to Denison Town	about 10 "	"	"
"	26	County of Bligh, road from Bulliroy to Cooyal Creek	17 "	"	"
"	27	Counties of Bligh and Phillip	28 "	"	"
"	28	County of Bligh, parish of Nandowra	720 acres	"	"
"	429	Counties of Napier and Gowen, Bligh District ...	95 sq. miles	"	"
"	1283	County of Urana, parish of Morundah	272 acres	"	"
"	1284	Do. do.	400 "	"	"
"	704	County of Forbes, parishes of Wattamondra and Bang Bang	about 1½ sq. mile	"	"
Aln. 73-20367	366	County of Clive, parish of Tenterfield	about 48 acres	"	"
Aln. 74-18712	58	County of Brisbane, parish of Nerobingabla	60 "	"	3464
16325	22	County of Phillip, parish of Fitzgerald	about 5½ acres	"	"
Ms. 74- 7966	755	County of Pottinger, parish of Premier	976 "	"	"
Aln. 74- 8828	757	Do. parish of Coomoo Coomoo	18 "	"	"
Ms. 74- 7966	756	County of Darling, parishes of Borinde and Nandewar	600 "	"	"
7090	702	County of Monteagle, parishes of Baxter and Thuddingra	about 303 "	"	"
6634	703	County of Forbes, parish of Morongla	110 "	"	"
Aln. 74-10973	1282	County of Hume, parish of Granville	22½ "	"	"
Ms. 74- 5522	762	County of Townsend, parish of Hartwood	100 "	"	"
		northerly extension.			
	19	County of Northumberland, parish of Hay	740 "	"	"
Aln. 74- 3659	41	County of King, Taunton	108 "	"	3465
"	59	County of Brisbane, parish of Strathearn	41 "	"	"
Ms. 74- 6546	1285	County of Wakool, parish of Toolon	177½ "	"	"
7312	365	County of Sandon, at Dural Creek	about 135 "	"	"
6274	1287	County of Hume, parish of Morsbringer	20½ "	"	"
R.S.B. 74- 580	754	County of Nandewar, Tiberenah Run	about 38 "	"	"
Aln. 73-17843	28	County of St. Vincent, parish of Tonga, por. 40	40 "	"	"
"	29	Do. do. por. 8	17a. 1r. 27p.	"	"
"	30	Do. do. do.	7a. 2r. Op.	"	"
Ms. 74- 6509	340	County of Stapylton, Wallon Creek	470 acres	"	"
	20	County of Bligh, parish of Talbragar	about 2,200 "	"	3466
Ms. 74-5127	1288	County of Wynyard, parish of Ellerslie	8 "	"	"
	21	County of Cook, parish of Marangaroo	12a. Or. 22p.	"	"
Aln. 74-17092	24	County of Wellington, parish of Boomey	about 240 acres	"	"
Ms. 74- 6503	34	County of Camden, parish of Couridgah	240 "	"	"
7061	20	County of Cook, at the head of Wolgan River and Cox's River	1 sq. mile	"	"
7190	23	County of Phillip, parishes of Bars and Arthur	2,300 acres	"	"
"	24	Do. parishes of Boogledie	2,800 "	"	3467
Aln. 74-17456	701	County of Forbes, parish of Warrangong	about 10 "	"	"
	1286	County of Townsend, parish of South Deniliquin	34a. Or. 29p.	"	"
Oc. 74- 2457	1289	Momalong Plains Run, Murrumbidgee District	640 acres	20 Nov., 1874 ...	3477
"	1290	Myall Forest Run, do.	640 "	"	"
2523	417	At the Big Monkey, Warren Downs Run .....	.....	24 Nov., 1874 ...	3506
Aln. 74-20719	397	County of Townsend, Deniliquin Run, Murrumbidgee District	6,000 acres	27 Nov., 1874 ...	3564
"	214	Do. do.	5,568 "	"	"
Ms. 74-6766	25	County of Wellington, parishes of Larras Lake and Mullion	47½ "	4 Dec., 1874 ...	3651
7741	431	County of Lincoln, Parish of Coolbaggie	about 5 sq. miles	"	"
7501	432	County of Napier, parish of Coolah	320 acres	"	"
"	433	Do. do.	320 "	"	"
7761	434	County of Ewenmar, parish of Carrigan	4½ square miles	"	"
Aln. 74-7728	341	County of Gough, parish of Clive, Fletcher's Springs	about 33 acres	"	"
Ms. 74-7196	342	County of Courallie, parish of Noona	" 640 "	"	"
"	343	Do. do.	" 640 "	"	"
8031	758	County of Pottinger, parish of Goran	" 670 "	"	"
7884	237	County of Wellesley, parish of Bombala	495 "	"	"
Ms. 73-6349	1249	County of Urana, Boree Creek	1,328 "	"	"
"	1248	Do. parish of Boree South	3,240 "	"	"
Ms. 74-7388	1295	County of Boyd, M'Gau's Dam, Uratta Back Block Run	5 square miles	"	"
"	1296	County of Boyd, Uratta Back Block Run	10½ "	"	"
"	1297	Do. Murrumbidgee District	4 "	"	3652
8077	798	County of Townsend, parish of North Wangonilla	4½ acres	"	"
		northern extension.			
Aln. 74-19662	1298	County of Urana, parish of Faed	about 7 acres	"	"
Ms. 74-8080	1299	Do. do.	about 670 acres	"	"
7501	435	County of Napier, parishes of Narangaria and Mumbedah	640 "	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 74-7501	436	County of Napier, parish of Mumbedah	320 acres	4 Dec., 1874 ..	3652
Aln. 74-23297	437	Do. parish of Nuranguria	640 "	" ..	"
Ms. 74-8303	238	County of Wellesley, parishes of Meringo and Cathcart	about 50 "	" ..	"
6756	1291	County of Mitchell, parish of Uranquinty	150 $\frac{1}{2}$ "	" ..	"
7350	1293	County of Goulburn, parish of Gregory	160 "	" ..	"
6378	705	County of Bourke, Merool Creek, Rocky Water-hole	6 square miles	" ..	"
7767	368	County of Gough, at Vegetable Creek	179 acres	" ..	3653
7409	1294	County of Wynyard, parish of Gregado	10 "	" ..	"
8000	1292	County of Urana, parish of Urana, Murrumbidgee District	649 "	" ..	"
Rds. 74-1729	350	County of Stapylton, parish of Boggabula	about 1,100 "	8 Dec., 1874 ..	3687
Aln. 74-22186	351	County of Courallie, Meeli River	" 1,280 "	" ..	"
"	218	Do. do.	" 1,280 "	" ..	"
	southern extension.				
Ms. 74-8528	707	County of Monteagle, parish of Rossi	640 "	" ..	"
"	708	Do. do.	640 "	" ..	"
"	709	Do. parish of Narrallan	640 "	" ..	"
"	710	Do. parish of Rossi	640 "	" ..	"
8942	763	County of Buckland, parish of Currabubula ..	107 $\frac{1}{2}$ "	" ..	"
7500	29	County of Roxburgh, parishes of Rylstone, Wells, Mead, Clandulla, Hearne, and Airly ..	8,300 "	11 Dec., 1874 ..	3720
"	30	County of Bligh, parishes of Meruthera and Narragamba	5,598 "	" ..	"
"	.....	Do. parish of Talbragar	640 "	" ..	"
7657	344	County of Courallie, Gwydir River	1,430 "	" ..	"
"	345	Do. Terry-hic-hic Creek	464 "	" ..	"
"	346	Do. on the Weah Waa	640 "	" ..	"
"	347	Do. parish of Biniguy	1,300 "	" ..	"
"	348	Do. parish of Windoondilla ..	720 "	" ..	"
"	349	Do. parish of Peacumboul	96 "	" ..	"
"	760	County of Nandewar, on Mulgate Creek	320 "	" ..	3721
"	761	County of Courallie, on Miah Miah Creek	608 "	" ..	"
"	759	County of Jamison, at Oobie Springs	1,876 "	" ..	"
"	760	County of Courallie, parishes of Boo Boo and Gurley	4 $\frac{1}{2}$ square miles	" ..	"
Aln. 74-18972	42	County of King, parish of Gunnary	26 acres	" ..	"
16405	706	County of Harden, parish of Mooney Mooney ..	76 "	" ..	"
Ms. 74-7407	439	County of Leichhardt, Numbia, and Nyngee Runs	11 square miles	" ..	"
"	440	Do. Lower Ningear Run	2,640 acres	" ..	"
"	441	Do. Lower Ningear and Moulma Runs	1,760 "	" ..	"
1901	418	Chah Sing Run, Murrumbidgee District .....	.....	" ..	"
	extension.				
Aln. 74-19157	35	County of Camden, parish of Berrima	5a. 2r. 36p.	" ..	3722
Ms. 74- 9822	762	Counties of Denham and Jamison, Bumble Creek	about 460 acres	" ..	"
Ms. 73- 5673	20	County of Northumberland, parish of Dora ..	5a. Or. 21 $\frac{1}{2}$ p.	18 Dec., 1874 ..	3777
Ms. 74- 7017	764	County of Pottinger, parish of Goally	640 acres	" ..	"
8327	765	Do. parishes of Gulligal and Dubbleda	180 "	" ..	"
8291	442	County of Lincoln, parish of Dubbo.	160 "	" ..	"
7188	766	Counties of Jamison, Denham, Courallie, and Stapylton	about 20 sq. miles	5 Jan., 1875 ..	4
"	767	County of Jamison, Galathera Creek	1,240 acres	" ..	"
"	352	Counties of Arrawatta, Barnett, Murchison, and Darling	52 $\frac{1}{2}$ square miles	" ..	"
"	353	County of Burnett, parish of Warialda	1 $\frac{1}{2}$ square miles	" ..	"
"	354	Do. do.	480 acres	" ..	"
"	768	County of Jamison, Boggy Creek	1,000 "	" ..	"
"	769	Do. Gehan Creek	1,120 "	" ..	"
"	770	County of Inglis, parish of Perry	240 "	" ..	"
"	355	Counties of Courallie and Burnett, Gwydir District	25 square miles	" ..	"
"	356	County of Courallie, parish of Moree	1,140 acres	" ..	"
"	357	Do. parishes of Burranbah and Bumbel	830 "	" ..	"
"	358	Counties of Stapylton and Arrawatta, Gwydir District	24 square miles	" ..	"
"	359	County of Arrawatta, Gwydir District	800 acres	" ..	5
"	4	County of Courallie, at the Wee Wea	1,000 "	" ..	"
	extended.				
"	162	On the road from Mogul Mogul, on the Barwon River to the road from Yarrambah, on the Narran River, to Hill's	about 15 sq. miles	" ..	"
"	224	Counties of Drake, Butler, and Clive	" 17 "	" ..	"
"	370	Counties of Clive and Gough, New England District	" 13 $\frac{1}{2}$ "	" ..	"
"	371	County of Gough, parish of Boyd, do.	568 acres	" ..	"
"	372	County of Sandon, parish of Falconer, do.	460 "	" ..	"
"	373	Do. parish of Duval, do.	228 "	" ..	"
"	374	Counties of Burnett and Murchison, do.	800 "	" ..	"
"	375	Counties of Gough, Clark, and Sandon, do.	about 13 $\frac{1}{2}$ sq. miles	" ..	6
"	377	Counties of Sandon and Inglis, New England District	about 9 $\frac{1}{2}$ sq. "	" ..	"
"	378	County of Hardinge, parish of Darbyleigh	840 acres	" ..	"
"	379	Do. King John's Creek	600 "	" ..	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 74-7188	380	County of Hardinge, parish of Baldwin, New England District.	960 acres	5 Jan., 1875.	6
"	360	Counties of Gough, Murchison, and Burnett	about 9 sq. miles	"	"
"	361	County of Murchison, parish of Delungra	800 acres	"	"
7187	369	Counties of Arrawatta and Burnett, Dumaresq Run	11½ square miles	"	"
"	376	Counties of Sandon, Hardinge, and Murchison	13½ "	"	"
"	771	Counties of Inglis, Hardinge, and Gough	33½ "	"	"
Aln. 74-3039	444	County of Napier, parish of Coolah	3 acres	"	"
"	443	Do. do.	179 "	"	"
Ms. 74-8430	772	County of Parry, parish of Gill, Piallamore Run	330 "	"	"
8020	711	County of Cooper, parish of Dallas, Gogeldrie Run	5½ square miles	"	"
"	712	Do. parish of Cuba, Hulong Run	about 1,600 acres	"	"
"	713	Do. parish of Colaragang, Cuba Run	337 "	"	"
"	714	Do. Cuba Forest Reserve	387 "	"	7
"	715	Do. Darlington Forest Reserve	1,352 "	"	"
"	716	Do. Hulong Forest Reserve	5,000 "	"	"
"	717	Do. Dairy Point Forest Reserve	2,200 "	"	"
"	718	Do. Dairy Point East Forest Reserve	300 "	"	"
"	719	Do. Gogeldrie Forest Reserve	8,500 "	"	"
"	720	Do. Yarungery Forest Reserve	4,400 "	"	"
"	721	County of Sturt, Wowong Timber Reserve	3,960 "	"	"
"	722	do. Benerambah Forest Reserve	600 "	"	8
"	"	County of Napier, parish of Coolah, Coolaburragundy River	450 "	"	"
75-27	872	County of Townsend, Werkenberg Block B Run	640 "	12 Jan., 1875	52
"	872 extended.	County of Townsend, Werkenberg Block B Run	1,188 "	"	"
74-6794	55	County of Durham, parish of Carrow, Carrow Brook	212 "	19 Jan., 1875	124
8908	56	County of Durham, parish of Underbank, Quart Pot Creek	400 "	"	"
Ms. 74-8859	445	County of Lincoln, parish of Bolton	"	"	"
"	446	Counties of Gregory and Ewenmar, Bligh District	about 5½ sq. miles	"	"
8290	447	County of Ewenmar, parish of Umangla	5 "	"	"
"	448	Do. parish of Druel	4 "	"	"
"	449	Do. do.	2 "	"	"
"	450	County of Gregory, Billa Bulla Run	about 5 "	"	"
"	461	Do. do.	2 "	"	"
9287	452	County of Lincoln, parish of Tenandra	1,680 acres	"	"
"	453	Do. parishes of Tenandra and Bodangora	360 "	"	"
"	454	County of Lincoln, parish of Bodangora	640 "	"	"
8810	225	County of Richmond, parish of Donaldson	480 "	"	"
8930	364	County of Burnett, parish of Myalla	19a. 2r. 19p.	"	"
8971	365	County of Stapylton, parish of Brown	about 105 acres	"	"
8973	366	Do. Morella Camp	640 "	"	"
8856	773	County of Nandewar, parish of Boorobil	2½ sq. miles	"	125
Aln. 74-4416	239	County of Wallace, parish of Bradley, portion 81	46 acres	"	"
Ms. 74-8635	240	County of Beresford, parish of Jillmatong	"	"	"
8188	241	County of Auckland, parish of Mumbulla	500 acres	"	"
Aln. 73-19156	1305	County of Buccleuch, parish of Mundongo, Jack Terry's Creek	5 "	"	"
74-10544	381	County of Sandon, parish of Davidson	4 "	"	"
73-13978	163	County of Yanda, near Coogar, Giddie Waterhole	240 "	"	"
Ms. 74-9058	164	County of Clyde, Darling River	about 5 sq. miles	"	"
8686	165	County of Gunderbooka, Peika and Polo Runs	5 "	"	"
"	166	Do. Boyong Run	6½ "	"	"
"	167	Do. Aripilis and Boura Runs	5 "	"	"
Aln. 74-7206	537	County of Gordon, parish of Roche	20 acres	"	"
Ms. 74-9186	538	County of Gregory, Lower Cannonba, East Run, Duck Creek	2,400 "	"	"
4609	22	County of Northumberland, parish of Taggarah	about 1,865 "	"	"
9829	21	Do. parish of Wollombi	710 "	"	126
8602	165	County of Rankin, Cumbadoor Run, Albert District	1,820 "	"	"
7189	378	County of Clark, parish of Guy Fawkes	592 "	"	"
7410	22	County of Cook, at Jack's Camp, head of the Wolgan River	25 "	"	"
8929	362	County of Stapylton, parish of Tubblegah	247½ "	"	"
"	363	Do. do.	about 276 "	"	"
9299	379	County of Hardinge, parish of Cope's Creek	2 roods	"	"
"	380	Do. do.	11 acres	"	"
8763	1302	County of Hume, parish of Castlestead	about 127 "	"	127
"	723	County of Forbes, parish of Bundaburra, portion 41	123 "	"	"
9426	1303	County of Waradgery, parishes of Midgecleugh and Paradise	about 5½ sq. miles	"	"
8926	1304	County of Wynyard, parish of Blanch	3½ acres	"	"
8927	724	County of Forbes, parish of Gooloogong	about 60 "	"	"
8928	1300	County of Hume, parish of Morebringer	21 "	"	"
R.S.B. 74-1807	1301	County of Waradgery, Murumbidgee District	1,050 "	"	"
Aln. 74-9223	725	County of Forbes, parish of Bundaburrah	about 880 "	"	"
R.S.B. 74-1807	1306	County of Waradgery, Murumbidgee District	about 23 sq. miles	"	"
Ms. 74-8638	23	County of Cook, at the foot of Wolgan Gap	60 acres	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 74-2724	166	Outer Albemarle and Henley Runs, Albert District	.....	22 Jan., 1875	184
2725	167	Talyawalka Run, do.	.....	"	"
2726	168	Outer Albemarle and Henley Runs, do.	.....	"	"
2727	169	Do. do. do.	.....	"	"
2728	170	Do. do. do.	.....	"	"
2729	171	Blenheim Back Plains, do.	.....	"	"
2730	172	Blenheim Back Plains Run, do.	.....	"	"
2731	173	Outer Albemarle and Henley Runs, do.	.....	"	"
2732	174	Talyawalka Run, do.	.....	"	"
2733	175	Outer Albemarle and Henley Runs, do.	.....	"	"
2734	176	Lower Talyawalka Run, do.	.....	"	"
2735	177	Do. do. do.	.....	"	"
2736	178	Lower Talyawalka Run, do.	.....	"	"
2737	179	Do. do. do.	.....	"	"
2738	180	Blenheim Back Plains Run, do.	.....	"	"
2739	181	Do. do. do.	.....	"	185
2741	182	Blenheim, and Blenheim Back Plains Run, do.	.....	"	"
"	183	Blenheim Back Plains Run, Albert District.	.....	"	"
"	184	Outer Albemarle and Henley Runs, do.	.....	"	"
"	185	Inner or West Teryaweynia and Talyawalka Runs, Albert District.	.....	"	"
2742	186	Henley Run, do.	.....	"	"
"	187	Beyond Outer Minden and Teryaweynia Runs, Albert District	.....	"	"
2741	188	Blenalben, No. 13 Run, Albert and Darling Districts	.....	"	"
2680	189	Moorabin Run, Lake Woytehugga, near Wilcannia	.....	"	"
2503	1307	Moulamein Block A Run, Moulamein Forest Reserve	3 square miles	"	"
"	1308	Do. do.	2 "	"	"
2623	1309	Baalpool, Weerai, and Tumudgerie Runs, Edward River Forest Reserve	about 66 "	"	"
Occ. 74-2749	455	Molyan Manning Run, Bligh District	640 acres	29 Jan., 1875	304
"	456	Bone Bone Run, do.	640 "	"	"
"	457	Orandelbinia Run, do.	640 "	"	"
"	458	Bone Bone Run, do.	640 "	"	"
"	459	Orandelbinia Run, do.	640 "	"	"
"	460	Pibbon Run, do.	640 "	"	"
2751	461	Wallengalong Run, do.	5 square miles	"	"
"	462	Farnidman Run, do.	.....	"	"
2752	463	Do. do. do.	.....	"	"
2795	464	Peter Dufferty Run, do.	about 5 sq. miles	"	305
"	465	Back Bibbejibbery Run, do.	640 acres	"	"
"	466	Marthaguy Creek Run, do.	640 "	"	"
2577	467	Bulgeraga Run, do.	4 square miles	"	"
2579	468	Cookydown Run, do.	.....	"	"
"	469	Do. Marthaguy Creek, Bligh District	.....	"	"
2617	470	Marthaguy Run, do. do.	4 square miles	"	"
2644	471	Buggal and Bullarora Run, do.	.....	"	"
2756	472	Pine Scrub Run, do.	5 square miles	"	"
2580	540	Beardinia and Triangle Runs, Wellington District	.....	"	"
2581	541	Coolie and Beardinia Runs, do.	.....	"	"
2592	542	Yanonangbill Run, do.	about 5 sq. miles	"	"
2632	543	Bangaroo Run, do.	.....	"	"
"	544	Do. do. do.	.....	"	"
2588	367	Lay Green Run, Gwydir District	about 960 acres	"	"
2589	368	Do. do. do.	960 "	"	"
2590	369	Do. do. do.	960 "	"	"
2591	370	Do. do. do.	.....	"	"
2586	371	Tulloona Run, do.	3 square miles	"	"
2587	372	Do. do. do.	.....	"	306
2670	373	Noonah Run, do.	about 640 acres	"	"
2671	374	Carore Run, do.	about 640 "	"	"
2672	375	Do. do. do.	640 "	"	"
2774	736	Gugong Run, Lachlan District	.....	"	"
2777	737	Wagajong Run, do.	about 3 miles	"	"
2954	738	Erribenderie Run, do.	.....	"	"
2456	1310	Moolpa Back Run, Murrumbidgee District	.....	"	"
2658	50	Brocklesby Run, do.	.....	"	"
	extension.				
	northerly extension				
2673	796	North Wanganella Run, do.	.....	"	"
	northerly extension				
2674	797	Do. do.	.....	"	"
2653	197	West Boronia No. 1 Run, Albert District	2 square miles	"	"
2684	198	Goonery Run, do.	2 "	"	"
2611	168	East Bogan No. 22 Run, do.	5 "	"	"
2481	190	Woolong Run, Darling River, do.	1,600 acres	"	307
2482	191	Do. do. do.	1,600 "	"	"
2483	192	Wallandra Run, do. do.	1,600 "	"	"
2484	193	Do. do. do.	1,600 "	"	"
2485	194	Mary Mary Run, do. do.	1,600 "	"	"
2486	195	Do. do. do.	1,600 "	"	"
2810	113	Police and Tarila Run, Darling River, Darling District	.....	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Occ. 74-2810	114	Yartla Run, Darling River, Darling District	.....	29 Jan., 1875	307
"	115	Yaltolka Run, do. do.	.....	"	"
"	116	Willotia Run, do. do.	.....	"	"
"	117	Yaltolka Run, do. do.	.....	"	"
2491	726	Bland and East Bland Plains Run, Lachlan District	.....	"	"
2192	727	Mugga Swamp, Clear Ridges, and Billabong Back Runs, Lachlan District	about 640 acres	"	"
2493	728	Maudry Run, Ooma Creek, Lachlan District	about 5,760 "	"	"
2515	729	North Malonga Run, do. do.	610 "	"	"
2516	730	Do. do. do.	1,280 "	"	308
2517	731	Derengabal Run, do. do.	.....	"	"
2548	732	Berryjerry Run, do. do.	about 1,600 acres	"	"
2549	733	Do. do. do.	" 640 "	"	"
2550	734	Do. do. do.	" 640 "	"	"
2551	735	Do. do. do.	" 640 "	"	"
2462	539	Cardington, Baker's Swamp, and Nowra Runs, Wellington District	.....	"	"
2621	1311	Lahnte South Run, Murrumbidgee District	960 acres	"	"
2943	774	Bomora Run, Bomora Creek, Liverpool Plains District	160 "	"	"
2655	196	Wilcannia Quarry Reserve, Moorabin Run	.....	"	"
2637	545	County of Narramine, parish of Weecunbah, Timberrymbungan Run	.....	"	"
2432	546	County of Oxley, Conalga and Back Run of Conalga Runs	about 3,000 "	2 Feb., 1875	317
"	547	Counties of Oxley and Narramine, Ellungerah and Back Nugrah Runs	" 9 sq. miles	"	"
Ms. 74-2740	199	Henley Run, Darling River, Albert District	" 6 "	"	"
"	200	Blenheim Run, do. do.	.....	"	"
2789	477	At Magometon, Magometon Run, Bligh District	7,680 acres	"	"
Occ. 74-2578	475	Cookydown Run, Bligh District	4 sq. miles	"	316
2543	476	Meriossay Run, do. do.	about 6 "	"	"
2776	749	Wongajong Run, Lachlan District	5 "	"	"
75-64	387	Gil Gil Creek, Carra Creek, Gwydir District	.....	5 Feb., 1875	358
Aln. 74-27725	1303	County of Waradgery, parishes of Midgecleugh and Paradise	.....	"	"
Ms. 75-76	788	County of Darling, parish of Borndie	about 5½ sq. miles	9 Feb., 1875	406
"	142	County of Harden, parish of Murrumbulla	640 acres	16 Feb., 1875	487
Aln. 74-15164	743	Do. parish of Currowong	about 55 "	"	"
R.S.B. 74-1453	36	County of Argyle, parish of Uringalla	1½ "	"	"
Aln. 74-27881	37	Do. do. do.	392 "	"	"
Ms. 74-6986	1314	County of Mitchell, parish of Uroly, Tom Groggan's Lagoon	33a. 1r. 26p.	"	488
"	1315	Counties of Boyd and Mitchell, Murrumbidgee District	5,384 acres	"	"
"	1316	County of Boyd, parish of Howell, Yarrabee Waterhole	about 1,000 "	"	"
"	1317	County of Mitchell, Yarrabee Waterhole	" 10½ sq. miles	"	"
"	1318	County of Urana, Morunda Waterhole	" 12 "	"	"
"	1319	Do. parish of Howell, Binggong Waterhole	" 6,900 acres	"	"
"	1320	County of Urana, parish of Binggong	about 10 sq. miles	"	"
"	1321	Do. parish of Howell, Reedy Waterhole	640 acres	"	"
"	1322	County of Urana, parish of Crommelin	9½ sq. miles	"	"
"	1323	Do. parish of Douglas	about 9½ "	"	"
"	1324	Do. parish of Widgiewa	3½ "	"	"
"	1325	Do. parish of Morundah South	1½ "	"	"
"	1326	Do. do. do.	about 500 acres	"	"
"	1327	Do. do. do.	4,000 "	"	"
"	1328	Do. parish of Binggong	1,740 "	"	"
"	1328	Do. parish of Morundah South	7½ square miles	"	489
"	1329	County of Townsend, parish of Widgiewa	about 7 sq. miles	"	"
"	1330	County of Urana, parish of Betts	2½ "	"	"
"	755	County of Wakool, parish of Niemur, Cha Sing Run	.....	"	"
"	southerly extension.		1,520 acres	"	"
9399	178	County of Courallie, parish of Mungie Bundie	1,440 "	"	"
"	southerly extension.			"	"
8741	200	County of Young, Woytchugga Lake, near Wilcannia	.....	"	"
8539	741	County of Monteagle, parish of Young, Sawpit Gully	.....	"	"
9089	160	County of Sturt, parish of Wowong	11a. 3r. 24p.	"	"
"	northerly extension.		960 acres	"	"
75-76	381	County of Darling, Liverpool Plains District	480 "	"	"
"	northerly extension.			"	"
22	553	County of Gordon, parish of Cardington	50 "	"	"
21	554	Do. do. do.	about 61 acres	"	"
74-9283	555	Colano Run, County of Gregory, on Duck Creek	2,000 acres	"	"
"	556	Do. do. do.	1,200 "	"	"
"	557	Pentagon Run, do. Crooked Creek	1,400 "	"	"
"	558	Do. do. do.	2,640 "	"	"
"	559	Colane Run, County of Gregory	1,250 "	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 74-9084	560	Merryanbone Run, Duck Creek, County of Gregory	4,480 acres	16 Feb., 1875	489
9088	561	Mount Foster Run, Macquarie River, do.	1,680 "	"	"
Aln. 74-26841	562	County of Gordon, parishes of Dubbo and Whylandru	30 "	"	490
Ms. 74-9398	381	Mungie Bundie Run, County of Courallie	1 mile	"	"
9308	1331	County of Buccleuch, parish of Blowering	79 acres	"	"
9082	548	County of Cunningham, at Golondry	52a. 3r. 8p.	"	"
"	549	County of Narromie, parishes of Timbregongie and Wentworth	"	"	"
"	550	County of Narromie, Weimbah Run, Macquarie River	686 acres	"	"
"	551	Do. do. do.	2,400 "	"	"
9285	552	County of Kennedy, Burdenda Run, Bogan River	3,035 "	"	"
9307	169	County of Narran, Bokharah River	4 square miles	"	"
9309	1312	County of Buccleuch, at Adjungbilly, parish of Adjungbilly	1 square mile	"	"
"	1313	Do. do. do.	250 acres	"	"
7188	357	County of Courallie, parishes of Burrambah and Bumbel	830 "	23 Feb., 1875	545
Occ. 74-3018	1332	County of Townsend, Eight-mile Point, Bald Hill Run	2,560 "	26 Feb., 1875	591
"	1333	County of Townsend, Michidon Swamp, Nyangay Run	640 "	"	"
3061	1334	Sandy Ridges Run, Murrumbidgee District	5 square miles	"	"
"	1335	Do. do.	4 "	"	"
3062	1336	Dry Forest Run, do.	4 "	"	"
3025	1337	Burrawang Run, do.	1,280 acres	"	"
"	1338	Do. do.	1,280 "	"	"
3054	1339	Oak Forest Run, do.	1 square mile	"	"
"	1340	Do. do.	1 "	"	"
3017	1341	Bull Plains Run, do.	640 acres	"	"
"	1342	Do. do.	640 "	"	"
"	1343	Cowpasture Run, do.	640 "	"	"
3025	1344	Burrawang Run, do.	1,280 "	"	"
75-88	201	Ularara, Nos. 1 and 2, East and West, Nocolich Waterhole	2 square miles	"	"
"	202	Ularara, East and West, No. 1 Blocks, Peka Waterhole	2 "	"	"
"	203	Courallie Blocks, East and West, Albert District	2 "	"	"
"	204	Lower Courallie, East and West Runs, do.	2 "	"	"
"	205	Courallie East and Courallie Far East Runs, Albert District	2 "	"	"
371	206	Compadore Run, Darling River, Albert District	about 5 "	"	"
"	207	Do. do. do.	" 5 "	"	592
"	208	Winbar Run, do. do.	" 5 "	"	"
"	209	Keric Run, do. do.	" 5 "	"	"
"	210	Upper Dunlop's Range Run, Darling River	" 5 "	"	"
74-3001	455	Meregula Run, Bligh District	"	"	"
75-359	456	Gundare Run, do.	1 square mile	"	"
74-3008	457	Merrimba Run, do.	640 acres	"	"
3009	458	Do. do.	"	"	"
3010	459	Do. do.	3 square miles	"	"
3011	460	Mobala Run, do.	5 "	"	"
3012	461	Mobala No. 2 Run, do.	"	"	"
3013	462	Merry Run, do.	5 square miles	"	"
3014	463	Do. do.	2 "	"	"
3015	464	Noonba Run, do.	about 5 "	"	"
"	465	Do. do.	" 2 "	"	"
3016	466	Do. do.	"	"	"
2935	382	Bunaldoon Run, Gwydir District	about 1 sq. mile	"	"
2942	383	Carrara Run, do.	" 2 sq. miles	"	"
2945	384	Carore Run, do.	" 1 sq. mile	"	"
2946	385	Big Leather Run, do.	"	"	"
2947	386	Do. do.	"	"	593
2936	387	Tyreel Run, do.	about 1 sq. mile	"	"
2937	388	Do. do.	" 320 acres	"	"
2938	389	Do. do.	"	"	"
2939	390	Do. do.	"	"	"
2940	391	Do. do.	160 acres	"	"
2941	392	Do. do.	160 "	"	"
3023	382	Moredun Run, New England District	about 2 sq. miles	"	"
3024	383	Ollera Run, do.	" 960 acres	"	"
75-498	563	Ten-mile Creek Run, Wellington District	"	"	"
291	170	Cumbaderridgerie Run, Warrego District	"	"	"
292	171	Do. do.	"	"	"
293	172	Gingie Run, do.	"	"	"
294	173	Do. do.	"	"	"
74-2502	153	Newfoundland No. 1 Run, Albert District	about 5 sq. miles	"	"
2501	154	Mere Run, do.	"	"	"
2500	155	Dunlop South-west Run, do.	"	"	"
2500	156	Do. do.	"	"	"
2500	157	Do. do.	"	"	"

1875.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE UNTIL SURVEYED, FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1. (From end of February to end of March, 1875.)

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Occ. Lands 75-6	118	Tarangara Run, Darling River, Darling District	about 3 sq. miles	2 Mar., 1875 ...	615
7	119	Illengery Run do. do.	" 2 "	" " "	"
8	120	Para Run do. do.	" 2 "	" " "	"
9	121	Do. do. do.	" 2 "	" " "	"
10	122	Ana-branch East and Westbrook Runs, Ana-branch Darling District	4 "	" " "	"
17	393	Mina Minnane Run, Moomin Creek, Gwydir District	1 sq. mile	" " "	"
18	394	Do. Krni Waterhole, do.	40 acres	" " "	"
19	395	Do. Six-mile Lagoon, do.	160 "	" " "	"
21	396	Mungi Bundi Run, Big or Gwydir River, do.	about 640 "	" " "	"
22	397	Do. Meehi River, do.	640 "	" " "	"
23	398	Combaddello Run, Chinaman's Waterhole do.	160 "	" " "	"
24	399	Do. Meehi River, do.	about 640 "	" " "	"
25	400	Do. do. do.	" 320 "	" " "	"
26	401	Do. Belar Waterhole, do.	160 "	" " "	"
27	402	Do. Long Plain Waterhole do.	160 "	" " "	"
28	403	Do. Cooloobar Lagoon, do.	640 "	" " "	"
29	404	Do. River Station, Ana-branch do.	160 "	" " "	616
68	405	Bingera Run, Bingera or Hall's Creek do.	about 320 "	" " "	"
69	406	Do. do. do.	" 320 "	" " "	"
74-2649	northerly extension. 134	Bundabulla East No. 2 Run, Warrego District	" 3 sq. miles	5 Mar., 1875 ...	659
"	northerly extension. 135	Do. No. 1 Run, do.	" 3 "	" " "	"
"	northerly extension. 136	Do. No. 3 Run, do.	" 2 "	" " "	"
"	northerly extension. 137	Bundabulla West, No. 3 Run, do.	" 2 "	" " "	"
"	northerly extension. 138	Do. No. 2 Run, do.	" 3 "	" " "	"
"	northerly extension. 139	Do. No. 1 Run, do.	" 3 "	" " "	"
Ms. 74- 669	479	Tharabone Run, Turidgerie Creek, Bligh District	2 "	16 Mar., 1875 ...	778
"	480	Do. Gidgergar Creek, do.	2 "	" " "	"
"	481	Do. Turidgerie Creek, do.	2 "	" " "	"
"	482	Do. Gidgergar Creek, do.	2 "	" " "	"
9425	483	County of Leichhardt, parish of Coonamble	about 3,300 acres	" " "	"
9450	401	County of Courallic, parish of Bogree	736 "	" " "	"
"	southerly extension. 130	Do. Corore Run	"	" " "	"
"	9167	County of Burnett, parish of Abererombie	840 acres	" " "	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 74- 7869	745	Two Gilgies Waterholes, the Rookery Run	640 acres	16 Mar., 1875...	778
75- 603	746	County of Cooper, parish of Gogeldrie	about 13 sq. miles	" " "	"
" 572	747	County of Gipps, Dirangibal Run, Lachlan River	" 2 "	" " "	"
Aln. 74-24930	789	County of Darling, Tareela Run, Whirlpool, Tareela Creek	640 acres	" " "	"
Ms. 74- 9109	790	County of Pottinger, parishes of Tulla Mullen and Willala	1½ square mile	" " "	"
9110	791	County of Pottinger, Tulla Mullen Waterhole..	.....	" " "	"
9042	792	Do. parish of Nombi	497 acres	" " "	"
" 8969	501	Do. parishes of Dubbleda and Gullendaddy	1,176 "	" " "	779
Aln. 22942	793	County of Pottinger, parish of Dubbleda	160 "	" " "	"
Ms. 9381	794	Do. parish of Digby	3 square miles	" " "	"
" "	795	Do. parish of Nombi	about 130 acres	" " "	"
" 75- 91	796	County of Darling, parish of Borah, Manilla Run	388 "	" " "	"
74- 9234	797	Do. parish of Tarpolly, Borah Creek	1,460 "	" " "	"
5892	798	County of Darling, parish of Eumur, Manilla Run	1,020 "	" " "	"
Aln. 75- 1599	799	Do. parish of Newry, do.	1,440 "	" " "	"
74- 423	242	County of Dampier, parish of Moruya, Pedro Swamp	86½ "	" " "	"
74- 9234	1345	County of Hume, parish of Creighton, Middle Creek	15 "	" " "	"
5892	1346	County of Mitchell, Sandy Creek Run	960 "	" " "	"
Aln. 75- 1599	954	County of Hume, parish of Wilson, South extension. Goonambil Run	98½ "	" " "	"
74- 5798	1347	County of Wynyard, parish of Hillas	about 600 "	" " "	"
75- 423	564	County of Gordon, parish of Ponto, Macquarie River	56 "	" " "	"
Ms. 74- 9086	565	County of Gordon, parish of Terrabella, do.	21 "	" " "	780
9085	566	County of Gregory, Crooked Creek, Triangle A Run	3,221 "	" " "	"
9080	567	County of Gregory, Crooked Creek, New Mount Foster Run	4430 "	" " "	"
75- 425	262	County of Narramine, Bungle Gumbie, Macquarie extension. River	2,940 "	" " "	"
Aln. 74-27349	174	Diamongo Lagoon, Warrego District	640 "	" " "	"
73-20576	484	County of Lincoln, parish of Micketymulga ...	104 "	" " "	"
74- 9111	25	County of Phillip, parish of Widdin	about 50 "	" " "	"
.....	750	County of Cooper, parishes of Cudjello and Mejeum	4,912 "	" " "	"
.....	751	Do. parishes of Mejeum and Bo- golong	2,165 "	" " "	"
74-28827	703	County of Forbes, parish of Morongla	about 275 "	" " "	"
73-13631	800	County of Buckland, parish of Wallabadah	" 12 "	" " "	781
74-20636	801	County of Pottinger, parish of Coomoo Coomoo	" 19 "	" " "	"
Ms. 75- 447	1349	County of Walgeer, parish of Pimpara	6 sq. miles	" " "	"
644	385	County of Arrawatta, parish of Byron	40 acres	" " "	"
74- 9111	413	County of Pottinger, on the Bando Plains Run.	about 1 sq. mile	" " "	"
75- 2	748	County of Cooper, parish of Mejeum	624 acres	" " "	"
74- 7597	26	County of Wellington, parish of Copper Hill, Bell River	8½ "	" " "	"
75- 199	384	County of Gough, parish of Beardy Plains, Beardy Water .....	.....	" " "	"
74- 9234	749	County of Monteagle, parish of Woodonga, portion 97	276½ acres	" " "	"
75- 226	1348	County of Hume, parish of Creighton	30 "	" " "	782
74- 759	403	County of Stapylton, parish of Bogabilla .....	.....	" " "	"
9424	24	County of Cook, parish of Wolgan	20 acres	" " "	"
Occ. 2538	744	County of Clarendon, parish of Oura .....	.....	" " "	"
.....	367	Lay Green Run, Gwydir District	about 960 acres	19 Mar., 1875 ...	830
.....	1314	Counties of Mitchell and Boyd, Tom Groggan's Lagoon	5,384 "	22 Mar., 1875 ...	875
.....	1315	Do. Yanko Run ..	about 1,000 "	" " "	"
.....	1316	County of Boyd, parish of Howell, Yarrabee Waterhole	about 10½ sq. miles	" " "	"
.....	1317	County of Mitchell, do.	" 12 "	" " "	"
.....	1318	County of Urana, Morunda Waterhole, Morunda Run	" 6,900 acres	" " "	"
.....	1319	Counties of Urana and Boyd, parish of Howell, Bingagong Waterhole	about 10 sq. miles	" " "	"
.....	1320	County of Urana, parish of Bingagong, Wid- giewa Run	640 acres	" " "	"
.....	1321	County of Urana, parish of Howell, Reedy Waterhole	9½ square miles	" " "	876
.....	1322	Do. parish of Crommelin	about 9½ "	" " "	"
.....	1323	Do. parish of Douglas	3½ "	" " "	"
.....	1324	Do. parish of Widgiewa	1½ sq. mile	" " "	"
.....	1325	Do. parish of Morundah South..	about 500 acres	" " "	"
.....	1326	Do. do.	4,000 "	" " "	"
.....	1327	Do. parish of Bingagong	1,740 "	" " "	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
.....	1328	County of Urana, parish of Morundah South..	7½ sq. miles	22 Mar., 1875 ...	876
.....	1329	Do. parish of Widgiawa	about 7 "	" " "	"
.....	1330	Do. parish of Betts	2¼ "	" " "	"
Occ. 75- 759	northerly 754 extension.	Carroonboon Run, Murrumbidgee District .....	.....	23 Mar., 1875 ...	878
.....	784	Derulamein Run, Tuppal Forest Reserve	about 12 sq. miles	" " "	"
Occ. 74- 1066	354	Derra Run, Gwydir District, Meehi River	" 380 acres	" " "	"
Aln. 74-21502	485	County of Napier, Queensborough Run	1 square mile	31 Mar., 1875 ...	949
Ms. 75- 538	226	County of Fitzroy, parish of Shannan, Nymboida Run	about 300 acres	" " "	"
.....	672	County of Clarence, parish of Copmanhurst, at the Rocky Waterholes, Eatonsville Run	40 "	" " "	"
74- 904	228	County of Clarence, parish of Southgate	80 "	" " "	"
Aln. 74- 1246	404	County of Burnett, parish of Burnett, Reedy Creek	480 "	" " "	"
"	405	County of Burnett, parish of Gravesend, Gwydir River	about 1,730 "	" " "	"
Ms. 75- 608	752	County of Gipps, Moora Moora Run	2½ square miles	" " "	"
Aln. 74-27136	1351	County of Townsend, parish of Purdaminia ...	about 25 acres	" " "	950
73-17016	1352	County of Urana, parish of Colombo	5½ "	" " "	"
Ms. 75- 147	northern 185 extension.	County of Cooper, parishes of Cuba, Colorang, Willbriggie, and Naunton.....	2,400 "	" " "	"
.....	184 extension.	County of Cooper, parishes of Willbriggie and Camarooka	2,400 "	" " "	"
Ms. 75- 875	57	County of Durham, parish of Howick	18 "	" " "	"
74- 9322	568	County of Gordon, at Obley, portion 24	24 "	" " "	"
75- 4	27	County of Wellington, parish of Copper Hill, near Molong	960 "	" " "	"
Aln. 74- 6729	31	County of St. Vincent, parish of Currambene...	11a. Or. 11p.	" " "	"
Ms. 75- 1701	36	County of Camden, parish of Wingello	about 35 acres	" " "	951
836	1353	County of Townsend, parish of Conargo, portion No. 70	278a. Ir. 38p.	" " "	"
.....	737	County of Waradgery, parish of Lang.....	39 acres	" " "	"
Ms. 74-7331	.....	County of Leichhardt, at Coonamble, Castlereagh River	750 "	" " "	952
"	.....	Do. do. do.	900 "	" " "	"
7150	.....	County of Phillip, parishes of Guntawang and Gulgong	21 square miles	" " "	"
9245	.....	County of Ashburnham, at Parkes, Billabong or Goobang Creek	4,270 acres	" " "	953

1875.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE UNTIL SURVEYED, FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1. (April, 1875.)

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 75- 1183	60	County of Brisbane, parish of Cherson, Tea-tree Gully	80 acres	6 April, 1875 ...	982
910	406	County of Murchison, parishes of Delungra and Durham, on Myall Creek	288 "	" " " "	"
"	407	County of Murchison, parish of Delungra, on Myall Creek	390 "	" " " "	"
Aln. 74-22912	795	County of Pottinger, parish of Nombi	about 130 "	13 April, 1875 ...	1066
21670	58	County of Durham, parish of Tangorin, on Webber's Creek	15 "	23 April, 1875 ...	1215
Ms. 75- 1256	39	County of Murray, parish of Jinglemoncy	12 "	" " " "	"
1687	486	County of Lincoln, parishes of Tenandra and Bodangora	360 "	" " " "	"
Aln. 75- 709	229	County of Rous, parish of Kyogle, portion 48 ...	196 "	" " " "	"
Ms. 75- 1801	230	County of Richmond, parish of Bundock	510 "	" " " "	"
Aln. 74-24351	408	County of Courallie, parish of Bogree, on Carove Creek	105 "	" " " "	"
"	409	County of Courallie, parish of Bogree, Bogree or Marshall's Ponds	112 "	" " " "	"
"	410	Do. do. do. do.	95½ "	" " " "	1216
"	411	County of Courallie, parish of Bogree, Carove Creek	99 "	" " " "	"
"	412	Do. do. do. do.	80 "	" " " "	"
Ms. 75- 1446	413	County of Stapylton, parish of Coolarga	2,400 "	" " " "	"
852	414	County of Murchison, parish of Bangheet	3,200 "	" " " "	"
851	415	Do. parish of Bangheet Run	1,700 "	" " " "	"
850	416	Do. parish of Derra Derra ...	3,840 "	" " " "	"
849	417	Do. parish of Tauge, Pallal Run	320 "	" " " "	"
848	418	Do. do. do. do.	640 "	" " " "	"
846	419	Do. do. do. do.	160 "	" " " "	"
"	420	Do. do. do. do.	480 "	" " " "	"
Ms. 75- 845	421	Do. do. do. do.	960 "	" " " "	"
Aln. 74-14446	423	County of Stapylton, parish of Laygreen	160 "	" " " "	"
Ms. 75- 1972	424	County of Courallie, parish of Bogree	1½ square mile	" " " "	"
"	425	Do. on Ettalibah Waterhole ...	about 1,930 acres	" " " "	"
1063	426	County of Burnett, on Gragin Run	320 "	" " " "	"
Aln. 74- 8679	753	County of Monteagle, parish of Murringo, Murringo Creek	5½ "	" " " "	"
Ms. 73- 606	754	County of Gipps, East Manna Run	about 800 "	" " " "	1217
75- 754	358	County of Pottinger, parish of Cooyal	1,177 "	" " " "	"
Aln. 75- 2462	extension. 1355	County of Waradgery, parish of Pevensy	1 square mile	" " " "	"
Ms. 75- 1476	southern 868	Do. parishes of Pevensy and Wandegong	2 square miles	" " " "	"
1475	extension. 1356	County of Wakool, Big Sandhill Lake	1,184 acres	" " " "	"
"	1357	Do. Moolpa Run	2,820 "	" " " "	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Aln. 74-22688	1358	County of Townsend, parish of Hartwood	1,172 acres	23 April, 1875 ...	1217
14564	611	County of Goulburn, parish of Camberoona.....	3½ "	" " " "	"
Ms. 75- 1570	243	County of Beresford, parish of Bunyan	24a. 3r. 30p.	" " " "	"
Aln. 74- 430	569	County of Gordon, parish of Terrabella	880 acres	" " " "	"
Ms. 75- 1628	570	County of Ashburnham, near Toogong	10 "	" " " "	"
Aln. 75- 2141	571	Do. on Billenbong Creek	29 "	" " " "	"
Ms. 75- 670	16	County of Cumberland, parishes of Southend and Heathcote.....	11½ square miles	" " " "	"
350	802	County of Denham, on the Barwon River.....	560 acres	" " " "	1218
"	803	Do. do.	480 "	" " " "	"
"	427	County of Courallie, parishes of Stapylton and Benarba	20 square miles	" " " "	"
"	428	County of Benarba, parishes of Denham and Finch	"	" " " "	"
"	429	County of Stapylton, Wallon Creek	"	" " " "	"
"	430	Do. do.	"	" " " "	"
"	360	Do. parish of Goorar and the Gill Gill	"	" " " "	"
"	431	County of Benarba, Wirrah Run	1,000 acres	" " " "	"
"	433	County of Stapylton, Caidmarra Run	1,000 "	" " " "	"
"	433	Do. do.	1,000 "	" " " "	"
"	434	County of Benarba, Kelo Run, Barwon River... ..	1,000 "	" " " "	"
"	435	" Colymungoul Run, "	1,000 "	" " " "	"
"	436	" Colymungoul and Pocataroo Runs	100 "	" " " "	"
"	386	County of Gough, parishes of Boyd, Beardy Plains, Stonehenge, and Fletcher.....	2,000 "	" " " "	"
"	387	Do. do.	2,840 "	" " " "	1210
"	388	County of Gough, parish of Wellingrove, at Wellingrove.....	182 "	" " " "	"
Aln. 74- 1240	422	County of Burnett, parish of Gravesend	880 "	" " " "	"
Ms. 8130	1354	County of Townsend, parish of Dulverton	320 "	" " " "	"
75- 1802	1359	County of Denison, parish of Boorooga.....	344 "	" " " "	"
Aln. 74-13998	437	County of Arrawatta, parish of Wandera	about 30 "	" " " "	"
Ms. 75- 1803	438	County of Stapylton, Parish of Benson	" 166 "	" " " "	"
Aln. 74-24351	439	County of Courallie, parish of Bogree, at Bogree Bogree, or Marshall's Ponds	305 "	" " " "	"
Ms. 8013	61	County of Brisbane, parish of Crawney, at Crawney Pass	about 950 "	" " " "	1220
Aln. 24113	1360	County of Townsend, parish of South Deniliquin	34 "	" " " "	"
75- 1518	572	County of Ashburnham, on Boree Creek, at the Caves	40 "	" " " "	"
Ms. 1476	1361	County of Waradgery, parish of Pevensey	320 "	" " " "	"
1479	30	County of Napier, parish of Binnaway.....	about 9½ "	" " " "	"
1800	231	County of Fitzroy, Chambigne Creek	3½ "	" " " "	"
74- 6501	.....	County of Argyle, parish of Goulburn	600 "	" " " "	1221
9236	.....	County of Cumberland, Parish of Liberty Plains, at Bankstown	86 "	" " " "	"
9306	.....	County of Gregory, parish of Canonba North... ..	1,075 "	" " " "	"
"	.....	" parish of Bannah	294 "	" " " "	"
Occ. 75- 624	211	Five-mile Waterhole, Moorabin Run.....	1 sq. mile	27 April, 1875 ...	1234
642	123	Burtundy South Run, River Darling	1½ "	" " " "	"
644	124	Do. do.	1 "	" " " "	"
645	125	Do. do.	2½ sq. miles	" " " "	"
646	126	Burtundy North Run	2½ "	" " " "	1235
647	127	Burtundy North Run, River Darling	1 " mile	" " " "	"
648	128	Burtundy North and Birrie Runs, River Darling	2 " miles	" " " "	"
686	755	Nara Allen Creek, Kener Run	about 1½ sq. mile	" " " "	"
859	310	Boundary between Taramiah and Stranger's Mistake Runs	"	" " " "	"
940	467	Mitchell's Creek, Woorooloomi Run	320 acres	" " " "	"
694	468	Red Dam Gully, Murrumbidgee Run.....	2 sq. miles	" " " "	"
"	469	Pine Camp Creek, "	4 "	" " " "	"
"	470	At an affluent to Mitchell's Creek, Woorooloomi Run	4 "	" " " "	"
"	471	Ulomongo Creek, Rocky Station Run	4 "	" " " "	"
"	573	Gol Gol Creek, Little River Run	4 "	" " " "	"
"	574	Cockabroo Creek, "	4 "	" " " "	"
737	756	Parish of Murringo North, Marengo Run	about 45 acres	" " " "	"
131	757	Outer Billabong Creek, Bonar Run	"	" " " "	"
907	758	County of Blaxland, Kuabalong Run	" 3500 "	" " " "	"
2582	575	County of Clyde, Wyabray Run	" 5 sq. miles	30 April, 1875 ...	1255
"	576	" Willoi Run.....	" 5 "	" " " "	"
"	577	Boundary between Ullouri and Ginge Runs, County of Clyde.....	" 5 "	" " " "	"
"	578	Ginge and Back Ginge Runs	" 6 "	" " " "	"
"	579	Back Ullouri Run	1 sq. mile	" " " "	"
"	580	Back Willoi Run	about 5 sq. miles	" " " "	"
Aln. 74-28870	389	County of Arrawatta, parish of King's Plains... ..	320 acres	" " " "	"

1875.

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ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1. (May, 1875.)

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Occ. 75- 482	212	Stony Ridge No. 2 Run, Puroo River	about 5 sq. miles	7 May, 1875 ...	1334
" "	213	Clearwater West Run, do. ....	.....	" " "	"
" "	214	Stony Ridge No. 3 Run, do.	about 5 sq. miles	" " "	"
" "	215	Pelican Ponds No. 2 Run, do.	" 5 "	" " "	"
Aln. 74-24351	408	County of Courallie, Parish of Bogree, Carore Creek	105 acres	11 May, 1875 ...	"
Occ. 75- 737	756	Marengo Run, Parish of Murringo North.....	about 45 "	" " "	"
" 131	757	Bonar Run, Outer Billabong Creek .....	.....	" " "	"
" 1204	213	Wilcannia Quarry Reserve, Moorabin Run .....	.....	" " "	1354
" 117	177	Milrea Run, Barwon River	about 180 acres	" " "	"
" "	178	Do. do.	" 480 "	" " "	"
" "	179	Do. do.	" 240 "	" " "	"
" 886	175	Yarrambah Run, Narren Creek, Warrego District .....	.....	" " "	"
Ms. 75- 2344	487	County of Gowen, parish of Tunderbrine, Baronne Creek	480 acres	" " "	1371
" 960	488	County of Leichhardt, Calariwi or Bulaway Spring	640 "	" " "	"
" 966	489	County of Gowen, Burbie Spring	640 "	" " "	"
" "	490	Do. Myall Plains Dam	1,280 "	" " "	"
" "	491	Do. Tom Pye Waterhole.	320 "	" " "	"
" "	492	Do. Piangallah Creek	1,280 "	" " "	"
" "	493	Do. Rocky Waterhole	640 "	" " "	"
" "	494	Do. Cameron's Old Station	640 "	" " "	1372
" "	495	Do. at Greenba Creek	1,280 "	" " "	"
" "	496	Do. at Nargon Creek	1,280 "	" " "	"
Aln. 75- 7368	232	County of Rous, parish of Kyogle.....	127½ "	" " "	"
Ms. 75- 2441	440	County of Stapylton, parish of Tucka Tucka ..	86½ "	" " "	"
" 2355	441	County of Courallie, Tyreel Run, Greenbah Creek	565 "	" " "	"
Aln. 75- 6178	442	Do. Medgun Creek, Midkin Run	672 "	" " "	"
" "	443	Do. do. do.	151½ "	" " "	"
" "	444	Do. do. do.	240 "	" " "	"
Ms. 75- 2442	445	County of Stapylton, do. do.	640 "	" " "	"
" 2353	southerly extension	County of Courallie, parish of Greenbah, Tyreel Run	480 "	" " "	"
" 2354	446	County of Stapylton, parish of Whalan.....	18 "	" " "	"
" 1062	447	County of Burnett, parish of Hollingsworth ..	320 "	" " "	"
Aln. 74-14441	448	Do. parish of Abercrombie	120½ "	" " "	"
Ms. 75- 2150	449	County of Benarba, Dinderra Run, Boomi River ..	2 square miles	" " "	1373
" 1841	759	County of Bland, Barbingel Creek, at the Long Reach	640 acres	" " "	"
" 1840	760	County of Gipps, at the Gum Waterholes	160 "	" " "	"
" 1721	761	Do. Gulgo Run, at Gulgo	640 "	" " "	"
" 858	762	County of Forbes, parish of Cudgelong.....	about 2 sq. miles	" " "	"
" "	763	Do. do.	1 sq. mile	" " "	"
" "	764	Do. do.	2 sq. miles	" " "	"
" 2415	north extension	County of Bourke, Kolkibitoo Run	1,320 acres	" " "	"

No. of Papers.	No. of Reserve	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 75- 1059	864	County of White, Molly Run, parish of Garley	522½ acres	11 May, 1875...	1373
2368	244	County of Wellesley, parish of Meringo	13 "	"	"
1666	245	County of Beresford, parish of Murrumbucka ...	36a. Or. 26p.	"	"
Aln. 73-18341	1029	County of Wynyard, parish of Woomahrigong	10 acres	"	"
"	extension				
"	western				
"	1029	Do. do. do. ...	10 "	"	"
"	extension				
Ms. 75- 2604	1362	County of Urana, Urangeline Creek, parish of Ross	1,120 "	"	"
74- 6996	1363	County of Townsend, parish of Dalverton	160 "	"	"
75- 2350	390	County of Arrawatta, parish of Redbank	163 "	"	"
977	176	County of Cowper, at the Three Legs of Man ...	600 "	"	1374
Aln. 74- 2352	40	County of Murray, at Morumbateman	12a. 2r. 2p.	"	"
Ms. 75- 1406	62	County of Brisbane, parish of Brawbong	about 312 acres	"	"
2600	59	County of Durham, parish of St. Aubins	846 "	"	"
Aln. 74-12579	497	County of Gowen, parish of Greenbush	13 "	"	"
4081	1364	County of Urana, parish of Finley	6½ "	"	"
Ms. 75- 1560	31	County of Bligh, at Goolma Creek	878 "	"	"
74- 5130	1365	County of Selwyn, parish of Welaregang	8 "	"	"
75- 2369	1369	County of Goulburn, parish of Cookardina	145½ "	"	1375
1516	60	County of Durham, parish of Doon	19 "	"	"
1390	1366	Counties of Boyd and Mitchell, Yanko Run	about 400 "	"	"
"	1367	Counties of Boyd, Urana, and Mitchell, Yanko Creek	about 550 "	"	"
"	1368	Do. do. do. ...	850 "	"	"
1763	26	County of Phillip, parish of Guntawang	40 "	"	"
74- 9344	.....	County of Harden, parish of Wilkie, at Wombat	1,190 "	"	"
"	.....	Counties of Harden and Bland, do.	2,870 "	"	1376
4902	63	County of Brisbane, parish of Wingen	40 "	14 May, 1875 ...	1394
75- 2783	16	County of Hunter, parish of Bulga	1 acre	"	"
2459	450	County of Stapylton, parish of Limebon	about 300 acres	"	"
2184	865	County of Parry, on the Swamp Oak Run	" 480 "	"	"
"	866	Counties of Parry and Inglis, do.	" 640 "	"	"
"	867	County of Inglis, do.	" 640 "	"	"
"	868	County of Parry, do.	" 640 "	"	"
"	869	Counties of Parry and Inglis, do.	" 480 "	"	"
"	870	Do. do. do.	" 640 "	"	"
"	871	County of Parry, do.	" 640 "	"	"
"	872	Do. do. do.	" 360 "	"	"
"	873	Counties of Parry and Inglis, do.	" 640 "	"	"
"	874	Do. do. do.	" 240 "	"	"
"	875	County of Parry, do.	" 640 "	"	"
2787	1370	County of Wynyard, parish of Rowan	" 170 "	"	"
2180	1371	County of Goulburn, parish of Mullangandra ..	" 36½ "	"	"
2782	451	County of Stapylton, parish of Merriwa	13 "	"	1395
2184	876	Counties of Parry and Inglis, Swamp Oak Run ..	about 320 "	"	"
2785	498	County of Lincoln, Hamilton's Falls	" 210 "	"	"
Aln. 75-7687	.....	County of Wakool, parish of Niemur	" 113 "	21 May, 1875 ...	1460
.....	581	Duck Creek No. 12 and East Bogan No 2 Runs ..	.....	23 May, 1875 ...	1547
.....	582	East Bogan No. 2 Run, Wellington District ..	.....	" .....	"
.....	583	Do. do. do. ....	.....	" .....	"
.....	584	Do. do. do. ....	.....	" .....	"
.....	585	Do. do. do. ....	.....	" .....	"
.....	586	West Bogan No. 4 Run .....	.....	" .....	"
.....	587	Duck Creek, Washpool Dam .....	.....	" .....	"
.....	588	East Bogan No. 8 Run .....	.....	" .....	"
.....	589	Do. No. 9 Run	"	"
.....	590	Do. No. 12 Run	"	"
.....	591	Duck Creek No. 12 Run	"	"
.....	592	West Bogan No. 11 Run	"	"

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No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Occ. 75- 1309	129	Lower Manee Run, Darling District	about 1 sq. mile	4 June, 1875...	1627
Ms. 75- 3880	28	County of Phillip, parishes of Botobola, Price, and Bayly	" 8 sq. miles	11 June, 1875...	1703
Occ. 75- 1369	182	Plumbolah No. 1 Run, Warrego District	640 acres	15 June, 1875...	1754
1370	183	Do No. 2 Run, do.	640 "	"	"
1372	184	Lower Gingi Back Run, do.	640 "	"	"
1371	185	Upper Gingi Back Run, do.	2 sq. miles	"	"
74- 2990	468	Cookydoon Run, Bligh District	"	"	"
"	469	Do. do.	"	"	"
75- 1367	180	Combaddery Back Run, Warrego District	640 acres	"	"
1368	181	Extremity Back No. 1 Run, do.	640 "	"	"
1222	768	Kolkiberto South Run, Lachlan District	640 "	"	"
1005	217	Netallie Run, District of Albert	about 3½ sq. miles	"	1755
1276		Budda Run, do.	"	"	"
1306	138	Turlee Run, District of Darling	1 sq. mile	"	"
1300	132	Whitmantah Run, do.	4 sq. miles	"	"
1301	133	Do. do.	1 sq. mile	"	"
1302	134	Kilfera 2 Run, do.	3 sq. miles	"	"
1303	135	Do. do.	1 sq. mile	"	"
1304	136	Kilfera K Run, do.	5 sq. miles	"	"
1305	137	Kilfera P Run, do.	1 sq. mile	"	"
912	181	Mallara Run, do.	5 sq. miles	"	"
1307	139	Turlee Run, do.	3 "	"	"
1308	140	Lower Manie Run, do.	1½ sq. mile	"	"
1310	141	Upper Manie Run, do.	2 sq. miles	"	"
1349	769	Paddy's Plains, Lachlan District	about 3,000 acres	"	1756
Aln. 75- 8809	458	County of Courallie, parish of Yatta	370 "	"	1767
9467	1377	County of Denison, parish of Lalaly	13a. 1r. 20p.	"	"
Ms. 75- 3477	1378	County of Urana, parish of Faed	180a. 2r. 0p.	"	"
1738	391	County of Sandon, parish of Uralla	5 acres	"	"
"	392	Do. do.	325 "	"	"
2725	883	County of Darling, parish of Kepit	1,440 "	"	"
2864	38	County of Argyle, parish of Jerrara	450 "	"	1768
2458	32	County of Vincent, parish of Mogendoura	4a. 0r. 14p.	"	"
2615	214	Mary Mary Back Run, Albert District	2,662 acres	"	"
"	215	Do. do.	985 "	"	"
"	216	Do. do.	1,744 "	"	"
2742	499	County of Gowen, Tunderburne Run	1,280 "	"	"
"	500	Do. do.	640 "	"	"
"	501	Do. Tooraweenah Run	1,280 "	"	"
"	502	Do. do.	1,280 "	"	"
"	503	Do. Toolaman Flats, and Maggie Melon Runs	1,280 "	"	"
"	504	Do. do. do.	1,280 "	"	"
"	505	Counties of Gowen and Leichhardt, Quondong Run	1,920 "	"	"
"	506	County of Gowen, Tunderbrine and Carwell Runs	946 "	"	"
4376	507	County of Gregory, on Marthaguy Creek	about 610 "	"	"
Aln. 75-9443	233	County of Richmond, parish of Wyandah	121 "	"	"
Ms. 75- 3473	234	Do. parish of Hogarth	336 "	"	"
3194	235	County of Gresham, parish of Kaloe	120 "	"	1769
"	236	Do. do.	220 "	"	"
2719	130	Yarrowal Run, Darling District	"	"	"
Aln. 75- 7745	452	County of Courallie, on Gurley Run	130 acres	"	"
8809	453	Do. parish of Yatta	244 "	"	"
"	454	Do. Gurley Creek, Gurley Run	720 "	"	"
Ms. 75- 6286	455	Do. parish of Mungiebundie	44 "	"	"
2975	456	County of Arrawatta, Kulki Run	about 1,300 "	"	"
3137	457	County of Burnett, on Yallaroi Run	3,192 "	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Aln. 75- 6466	northerly 80	County of Clarendon, parish of Bildar	112 acres	15 June, 1875 ..	1769
	extension	Do. parish of Gobbagombalin	192 "	" " " "	"
Ms. 75- 3665	722	County of Harden, including Regan's Lagoon...	92½ "	" " " "	"
	2281	County of Pottinger, parish of Baan Baa	480 "	" " " "	"
Aln. 75- 8498	877	Do. parish of Premier	6½ "	" " " "	1770
70- 8881	876				
Ms. 75- 2725	northerly 263	County of Darling, parish of Keepit.....	371 "	" " " "	"
	extension	County of Wellesley, parish of Delegate	32½ "	" " " "	"
Aln. 75- 8871	878	Do. do.	30 "	" " " "	"
	955	Do. parish of Hayden.....	110½ "	" " " "	"
962 and others	880	Do. do.	52 "	" " " "	"
Ms. 75- 2692	881	Do. parish of Gagar	42 "	" " " "	"
	3022	County of Denison, parish of Liliput	about 2,000 "	" " " "	"
Aln. 75- 9467	1874				
	southern	Do. parish of Headford.....	" 170 "	" " " "	"
"	1043				
	extension	County of Waradgery, parish of Chambers	4,448 "	" " " "	"
Ms. 75- 2401	1375	County of Hume, parish of Creighton	21a. 1r. Op.	" " " "	"
	2741	Do. parish of Comer	210 acres	" " " "	"
R.S.B. 75- 268	1373	County of Narromine, parish of Buddah	140 "	" " " "	"
Aln. 75- 5822	594	County of Gough, parish of Elmsmore	about 7½ "	" " " "	1771
Ms. 74- 728	393	County of Narromine, parish of Narromine	100 "	" " " "	"
Aln. 75- 5821	593	County of Hume, parish of Richmond	108½ "	" " " "	"
	6632	Do. parish of Castlestead	221 "	" " " "	"
Ms. 75- 2740	1381	County of King, parish of Upton	80 "	" " " "	1772
	843	County of Monteagle, parish of Murringo	26a. 2r. 17p.	" " " "	"
	1635	County of Urana, parishes of Hebdon and Finlay	13a. 1r. Op	" " " "	"
Aln. 74-28333	1379	Outer Lower North Thononga Run, Lachlan	4 sq. miles	" " " "	"
	521	District	123 acres	" " " "	"
Aln. 75- 9948	237	County of Richmond, parish of Kyandah	27 "	" " " "	"
	567	County of Sandon, parish of Arding	about 316 "	" " " "	"
Ms. 75- 3046	239	County of Stappylton, parish of Marelia.....	1,280 "	22 June, 1875 ..	1830
	3467	Merigal Marthaguy Run, Bligh District	84 "	" " " "	"
	3122	County of Rous, parish of Stratheden	74 "	" " " "	"
	3140	County of Stappylton, Yallaroi Run	about 140 "	" " " "	"
	3137	County of Burnett, do	2½ sq. miles	" " " "	"
	3133	Do. parish of Tuckerimba	950 acres	" " " "	"
	8128	Do. Yallaroi Run	278 "	" " " "	"
Aln. 75-26509	440 ex.	County of Stappylton, parish of Tucka Tucka	about 630 "	" " " "	"
Ms. 75- 3218	684	County of Pottinger, parish of Coolanbilla	4,600 "	" " " "	"
	3320	County of Yanda, Moodana Run	960 "	" " " "	"
	3007	County of Cunningham, Gulgo Run	about 1,700 "	" " " "	"
	2967	County of Wakool, Winter and Moolpar Runs	" 336 "	" " " "	"
	3933	County of Ashburnham, near Boree Cahonne	" 65 "	" " " "	1831
	3045	County of Hawes, near the Cooperacurraba		" " " "	"
	3320	County of Yanda, Moodana and Woolia Woolia		" " " "	"
	4133	County of Gordon, parish of Cardington	2,340 "	" " " "	1845
	4107	County of Parry, parish of Bective	about 254 "	" " " "	"
	4255	Ten-mile Creek, Darling River, Districts of	" 120 sq. miles	" " " "	"
		Albert and Darling.....			
	northerly	County of Wakool, Moulamein Block A Run ...	4 "	29 June, 1875...	1883
	1307				
	extension	Do. do.	1½ "	" " " "	"
	western				
"	1308				
	extension	County of Roxburgh, parish of Burrowoury	20 acres	" " " "	"
	2445	Do. do.	10 "	" " " "	"
	542	County of Pottinger, parish of Coomoo Coomoo	about 224 "	" " " "	"
	2474	County of Courallie, parish of Mia Mia.....	" 90 "	" " " "	"
	3357	County of Wakool, Moulamein Block B Run ...	6 sq. miles	" " " "	"
	northerly	Taramiah Run, Murrumbidgee District		" " " "	1884
Occ. 75- 850	300				
	extension	Chah Sing Run, do.		" " " "	"
	1399	Woytchugga East Run, Darling River	about 270 acres	" " " "	"
	1559				

1875.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE UNTIL SURVEYED, FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1. (July, 1875.)

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 75- 3778	241	County of Buller, parish of Wylie	about 9 acres	2 July, 1875 ...	1959
1811	1386	County of Cadell, parish of Moama	159 "	"	"
Aln. 74-20760	37	County of Camden, parish of Bugong	about 4 "	"	"
Ms. 74- 2473	470	County of Benarba, parish of Meero	88 "	"	"
9380	775	Counties of Nandewar and Jamison	4,400 "	"	1960
"	776	County of Jamison, parish of Doyle	240 "	"	"
"	777	County of Nandewar, on Mulgate Creek	160 "	"	"
75- 4292	778	Counties of Jamison, White, and Courallie	5,850 "	"	"
74- 9380	376	County of Courallie, Gwydir District	1,000 "	"	"
"	377	County of Nandewar, parish of Narrabri	620 "	"	"
"	464	County of Courallie, parish of Yatta	212 "	"	"
"	465	Do. do. Boo Boo	352 "	"	"
"	466	Counties of Jamison and Courallie	1,670 "	"	"
"	467	County of Courallie, parish of Boo Boo	about 1,120 "	"	"
"	468	Do. Gwydir District	" 14 sq. miles	"	1961
"	379	Do. parish of Peacumboul	100 acres	"	"
Aln. 75- 6265	71 extension.	County of Arrawatta, parish of Mullamanna ...	98 "	"	"
10121	509	Urobla Run, Ewenmar Creek, Bligh District ...	about 1,125 "	"	"
12792	1385	County of Goulburn, parish of Gerogery	345 "	"	1962
Ms. 75- 2929	590	County of Ashburnham, Brymedura Run	1,280 "	"	"
2855	39	County of Argyle, parish of Pomeroy	116 "	"	"
4292	598	County of Ashburnham, Wellington District ...	1,440 "	"	"
3250	885	County of White, parish of Turrawan	880 "	"	"
3941	1386	County of Goulburn, parish of Yamba	19 "	"	"
74- 7234	396	County of Gough, parish of Inverell	82 "	"	"
75- 4676	1388	County of Goulburn, parish of Gerogery	40 "	6 July, 1875 ...	1970
Occ. 75- 1661	1387	Mathoura Run, Murrumbidgee District	"	"	"
1466	221	Stony Ridge No. 4 Run, Albert District	about 3 sq. miles	"	"
"	222	Do. do.	3 "	"	"
873	223	Walker's 22 Camp Run, Albert District	4 "	"	"
"	224	Do. do.	4 "	"	"
"	225	Do. do.	4 "	"	"
340	600	Willie Run, Wellington District	3 "	"	"
595	601	Merryabone Run, do.	5 "	"	"
1600	602	Upper Buggabadah, do.	"	"	"
1938	northerly 98	Pier Pier East Run, Bligh District	1 sq. mile	13 July, 1875 ...	2057
1039	extension southerly 529	Bonar South Run, Lachlan District	about 480 acres	"	"
93	extension westerly 904	Derulamcin Run, Murrumbidgee District	" 3 sq. miles	"	"
"	extension easterly 902	Do. do.	2 "	"	"
"	extension easterly 903	Do. do.	2 "	"	"
"	extension northerly 117	Conallo Run, do.	2½ "	"	"
703	extension northerly 784	Murga Run, do.	about 480 acres	"	"
497	extension northerly 751	Bunayulumbah Run, do.	2½ sq. miles	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Occ. 75- 492	1389	Yanga Run, Murrumbidgee District	960 acres	13 July, 1875	2058
543	1390	Moulamein Block B do.	2,800 "	"	"
1916	515	Euroka Run, Bligh District	1,440 "	"	"
1917	516	Do. do.	1,440 "	"	"
1918	517	Do. do.	640 "	"	"
1919	518	Toooloora Run, do.	1,440 "	"	"
1920	519	Sussex Run, do.	1,440 "	"	"
1921	520	Gunninga Run, do.	4 sq. miles	"	"
477	521	Molle Run, do.	1 sq. mile	"	"
1312	513	The Lagoons (Talbragar Run), Bligh District...	640 acres	"	"
1313	514	Narrangarie Run, do.	640 "	"	"
1790	145	Coonalhugga Run, Darling District	960 "	"	"
1791	146	Bintulia Run, do.	960 "	"	"
1528	772	Woollongough Run, Lachlan District	about 4½ sq. miles	"	"
864	1391	Yanga Run, Murrumbidgee District	3 "	"	"
493	773	Bollygarry Gullman Run, Lachlan District	1 sq. mile	"	2059
494	1195 ex.	North Caroonboon Run, Murrumbidgee District	"	"	"
495	1392	Bundyulumbah Run, do.	"	"	"
"	1393	Do. do.	"	"	"
496	1394	Miranda Run, do.	"	"	"
1266	188	Birie East No. 2 Run, do.	about 5 sq. miles	"	"
1796	189	Morven Run, do.	4½ "	"	"
1269	130	Block B and Staffa Runs, do.	5 "	"	"
1271	191	Drumdelang Run, do.	3,000 acres	"	"
1833	603	Yhabahbong, Upper Cannonbar West, Lower Cannonbar West, and Boomegrie Runs.	18 sq. miles	"	"
"	604	Lower Cannonbar West Run, Wellington District	10 "	"	"
"	605	Yhabahbong and East Bogan No. 1 Runs.....	10 "	"	"
1914	510	Euroka Run, Bligh District	3 "	"	"
883	511	Gubathor Run, do.	1 sq. mile	"	2060
884	512	Do. do.	640 acres	"	"
1017	142	Gol Gol Run, Darling District	3 sq. miles	"	"
1018	143	Do. do.	3 "	"	"
1789	144	Coonalhugga Run, do.	4 "	"	"
1526	397	Ranger's Valley Run, New England District ...	1 sq. mile	"	"
1267	187	Upper Bokhara Run, Warrego District	5 sq. miles	"	"
Aln. 75-10263	.....	County of Brisbane, parish of Cherson.....	90a. 3r. Op.	16 July, 1875	2062
Occ. 75- 1467	226	Stony Ridge Nos. 1 and 4, Clear Water West, and Pelican Ponds No. 2 Runs.	3 sq. miles	"	2105
1465	227	Pelican Ponds, Nos. 1 and 3 Runs, Albert District	3 "	"	"
975	522	Tourable Run, Bligh District	360 acres	"	"
976	523	Gungahma and Combogolong Runs	about 480 "	"	"
1671	147	Outer Brainerd, Tintonallagy Run	3½ sq. miles	"	"
1587	890	New Bullarora Run, Liverpool Plains District...	800 acres	"	"
974	891	Gidgebar and Bullarora Runs	640 "	"	"
577	611	Back of Mumblebone Run, Wellington District	2 sq. miles	"	2106
693	612	Burrill or Ten-mile Creek Run, do.	4 "	"	"
740	613	Graddell Run, do.	about 480 acres	"	"
741	614	Mungarie West Run, do.	480 "	"	"
3416	773	County of Cooper, Lachlan District	13 sq. miles	"	"
Aln. 75-10263	65	County of Brisbane, parish of Cherson.....	90a. 3r. Op.	"	"
Occ. 75- 1419	228	Outer Merry Run, Albert District	640 acres	"	"
1418	229	Onondoo Run, do.	640 "	"	"
643	230	Goonay Run, do.	640 "	"	"
1587	524	New Bullarora Run, Bligh District	1,600 "	"	"
"	525	Do. do.	about 5 sq. miles	"	"
988	526	Coonabarabran Run, do.	2 "	"	"
946	527	Fancy Ground Run, do.	"	"	"
72- 596	528	Tucklan Creek Run, do.	640 acres	"	2107
75- "	529	Do. do.	640 "	"	"
"	531	Gorianawah Run, do.	640 "	"	"
"	532	Do. do.	640 "	"	"
995	148	North Willilbah Run, Darling District.....	640 "	"	"
990	149	Do. do.	640 "	"	"
991	150	Magenta Run, do.	640 "	"	"
992	151	Do. do.	640 "	"	"
993	152	Do. do.	640 "	"	"
994	153	Do. do.	640 "	"	"
996	154	Do. do.	640 "	"	"
729	774	Murolebah Run, Lachlan District	1 sq. mile	"	"
132	892	Yaninbar Run, Liverpool Plains District.....	640 acres	"	"
478	530	Quanbone Run, Bligh District	about 1 sq. mile	"	"
1825	1397	Yanko Run, Murrumbidgee District	14 sq. miles	"	"
"	1398	Do. do.	18 "	"	"
"	1399	Do. do.	18 "	"	"
"	1400	Do. do.	10 "	"	"
"	1401	Do. do.	11 "	"	2108
1826	1402	Do. do.	"	"	"
Ms. 75- 4096	64	County of Brisbane, parishes of Cherson and Waverley.	about 150 acres	"	"
4146	886	County of White, parish of Gurleigh	24 "	"	"
3318	606	County of Oxley, Gunnygeldra Run.....	400 "	"	"
"	607	Do. do.	500 "	"	"
"	608	Do. do.	100 "	"	"
74- 8431	32	County of Bligh, parish of Talbragar	40 "	"	"
75- 2983	889	County of Pottinger, parish of Black Jack	2,400 "	"	"
4092	33	County of Bligh, parish of Talbragar	113 "	"	"
3465	1395	County of Hume, parish of Ryan	about 116 "	"	2109

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 75- 3414	475	County of Burnett, parish of Abercrombie	about 9 sq. miles	16 July, 1875...	2109
3415	476	Do. do.	" 4 $\frac{1}{2}$ "	" " "	"
3409	887	County of Pottinger, parish of Yarraman	" 860 acres	" " "	"
3612	888	Do. parishes of Moredevil and Pringle. .	" 950 "	" " "	"
74- 9397	462	County of Narramine, Draggy Run	864 "	" " "	"
	extension				
75- 3318	609	County of Oxley, Lankey's Run	640 "	" " "	"
1838	775	Bundaburra Run, Lachlan District	5 sq. miles	" " "	"
3318	610	County of Oxley, Wellington District	2,560 acres	" " "	"
3860	248	County of Beresford, parish of Micilago	313 $\frac{1}{2}$ "	" " "	"
Occ. 75- 1587	524	New Bullarora Run, Liverpool Plains District...	1,600 "	27 July, 1875...	2192
	525	Do. do.	about 5 sq. miles	" " "	"
Ms. 75- 3622	477	County of Arrawatta, parish of Barden	400 acres	" " "	2231
	northern				
2113	348	County of Benarba, parish of Burrigillo.....	about 60 "	" " "	"
	extension				
	478	Do. do.	" 1,300 "	" " "	"
4469	776	County of Gipps, parish of South Condoulin...	" 816 "	" " "	"
4469	777	Do. do.	" 5 "	" " "	"
3424	893	County of Denham, Pagan Plains Run.....	" 3,200 "	" " "	2232
3423	894	Do. do.	1,900 "	" " "	"
3428	895	Do. Walgett Run.....	1 sq. mile	" " "	"
3426	896	Do. Pagan Plains Run	about 5 sq. miles	" " "	"
1419	615	County of Ashburnham, Brymedura Run	1,000 acres	" " "	"
3562	897	County of Pottinger, parish of Kickerbill.....	about 360 "	" " "	"
4072	192	County of Narran, on the Bokhara River.....	.....	" " "	"
8918	249	Tuross Forest Reserve, county of Dampier	380 acres	" " "	"
4134	25	Mount Wilson Forest Reserve, county of Cook...	61 "	" " "	"
	26	Do. do.	88 "	" " "	"
Occ. 75- 554	193	Bundinbarina Run, Warrego District	3 sq. miles	30 July, 1875...	2255
1771	194	Llanillo Run, do.	1,120 acres	" " "	"
341	778	Milby Run, Lachlan District	4 sq. miles	" " "	"
1824	1403	Wagonella Block B Run, Murrumbidgee District	5 "	" " "	"
1587	898	New Bullarora Run, Liverpool Plains District...	1,600 acres	" " "	2256
	899	Do. do.	about 5 sq. miles	" " "	"

1875.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Inverell	Gough	Reserve No. 123		Parish of Inverell, Macintyre River, Byron Run, New England District.	a. r. p. About 960 a.	Camping and Access to Water	Ms 75- 471	.....
Demontrille	Harden	portion 63		Parish of Demontrille	2 0 0	Public School Site	74-3150	p 221-1978
Quirindi	Buckland	19	18	Town of Quirindi	0 1 30	Presbyterian Manse	74- 437	q 8-1613
Rockley	Georgiana	3	5	Village of Rockley	0 2 0	Church of England Parsonage.	74-5511	c 22-1984
Do.	do	1 & 2	5	do	1 0 0	Church of England Church..		
Quirindi	Buckland	1 & 20	18	Town of Quirindi	1 0 0	Presbyterian Church	74- 437	q 8-1613
Yarramalong, Wyong Creek.	Northumberland.	portion 15		Parish of Eglinton, Brisbane Water.	2 0 0	Public School Site	74-5513	p 231-1978
Chambers Creek	Bathurst.....	10 & 11	5	Parish of Coleridge, at Chambers Creek.	0 2 0	do	74- 69	p 215-1978
West Kempsey	Dudley			Parish of Yarravel	0 1 34	Primitive Methodist Church..	74-1771	c 430-1984
Murringo	Monteagle	11 & 12	26	Village of Murringo	1 0 0	Roman Catholic Church	74-4627	c 407-1984
Do	do	13	26	do	0 2 0	Presbytery		
Nowra	St. Vincent			Parish of Nowra	7 2 0	General Cemetery	74-4050	c 400-1984
Copperhill	Westmoreland.	portion 270		Parish of Jocelyn, Wiseman's Creek.	2 0 0	Public School	74- 24	p 213-1978
Greta	Northumberland.	3	7	Parish of Branxton, Village of Greta.	0 2 0	Church of England Parsonage.	74-6054	c 423-1984
Do	do	2	7	do	1 0 0	Church of England Church...		
Coldstream	Clarence	7 & 8	1	Parish of Ulmarra, Village of Coldstream.	1 0 0	" "	74-6861	c 305-1984
Do	do	6	1	do	0 2 0	Parsonage		
Sumarez Ponds	Sandon	portion 170 a		Parish of Butler	2 0 0	Public School Site	74-3410	p 220-1978
Moama	Cadell	3	35	Parish and Town of Moama.	0 1 20	Church of England Church..	74-4733	c 423-1984
Greta	Northumberland.	1	2	Parish of Branxton, Village of Greta.	0 2 28	Wesleyan Church	74-5062	c 419-1984
Do	do	2	2	do	0 1 28	Minister's Residence		
Hill End	Wellington	portion 199		Parish of Tambaroora	66 3 0	Recreation Ground and Racecourse.	73-6906	w 291-2091
Coonabarabran	Gowen	1	38	Parish and Town of Coonabarabran.	1 0 0	Presbyterian Church	74-2093	c 404-1984
Do	do	2	38	do	0 2 0	Manse		
Glen Morrison Gold Fields.	Vernon	portion 31		Parish of Cobrabald	2 0 0	Public School	73- 869	p 209-1978

1875.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Arthur.....	Georgiana ...	portion 60		Parish of Mulgunnia	a. r. p.	Public Recreation	74-6259	a 1046-1506
Bathurst.....	Bathurst ...			City of Bathurst	90 0 0	Westeyan Church and Minister's Residence.	74-6355	c 416-1984
Bective	Parry	part of 30		Town of Bective	1 2 0	"	74-4738	c 426-1984
Chamber's Creek	Bathurst ...	portion 21		Parish of Coleridge	1 0 0	Primitive Methodist Church..	74- 68	c 391-1984
Coonabarabran	Gowen	" 125		At Coonabarabran	160 0 0	Public Recreation	74-2094	c 165-1797
German's Hill	Ashburham ..	" 86-4		On Fern Creek	2 0 0	Public School	74-3714	p 235-1978
Hargraves	Wollington...	8 "	24	Town of Hargraves.....	2 0 0	"	71- 073	p 83-1978
Macleay	Clarence			Village of Macleay ... about	0 3 20	Public Wharf	74-3452	
Mount Adrah	Wynyard ...	portion 63		Parish of Ellerslie, on Naeka Naeka Creek.	2 0 0	Public School	74-5127	p 214-1978
Wollar	Phillip			Parish of Wollar	7 2 0	General Cemetery	74-4278	c 418-1984
Young	Monteagle ..			At Young	7 2 30	Public Recreation	74-7655	

1875.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Armidale.....	Sandon	portion 665		City of Armidale	a. r. p. 43 3 30	Episcopal Residence	74-3772	A 36-1329 roll
Binda	Georgiana	24 & 25	32	Village of Binda	1 0 0	Church of England Church...	74-9055	B 6-1403
Bourke.....	Cowper	10	2	Town of Bourke	0 2 0	Public School	75- 753	D 1-1821 R.
Do.	do.	3	7	do.	0 2 0	do.	75- 753	B 1-1821 R.
Cathcart.....	Wellesley.....	1 & 2	13	Village of Cathcart.....	1 2 0	Roman Catholic Church and Presbytery.	74-6586	C 443-1984
Condoulin	Cunningham	5, 6, & 7	20	Town of Condoulin	1 1 32½	Public School	75- 426	F 239-1978
Crookwell	King.....	8	17	Town of Crookwell	0 1 0	Mechanics' Institute	75- 7	C 4-1753
Gungahlin	Cowper.....	3, 4, 7, & 8	10	Town of Gungahlin	2 0 0	Public School	75- 992	G 1-1989
Hill End	Wellington	7	10	Village of Hill End.....	0 0 36	School of Arts	72-1750	H 57 58a-1742
Inverell	Gough	portion 314		At Inverell	10 0 0	Hospital	74-0160	G 1431a-1761
Orange	Wellington and Bathurst			Reserve No. 1 in the Town of Orange, between Anson and Sampson Streets	about 17 1 0	Access to Water and Public Recreation.	75-1134	
Do	do.			Reserve No. 2, on the south side of Moulder-street, between Anson-street and Lord's-place.	about 7 1 2½	do.	75-1134	
Do.	do.			Reserve No. 3, on the east side of Lord's-place, be- tween Byng and Sumner Streets.	about 3 3 32	For Water Supply	75-1134	
Do.	do.			Reserve No. 4, on the west side of Pieslics-street, be- tween March and Byng Streets.	about 5 0 0	do.	75-1134	
Do.	do.			Reserve No. 5, adjoining the south and west boundaries of the Town of Orange	about 2 2 0	Public Recreation	75-1134	
Upper Pyramul.....	Wellington...	portion 25		At Upper Pyramul, in the parish of Toolmanang.	0 3 8½	Public School	74-8769	w 70-2091

1875.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No of Papers.	Cat No. of Plan.
Diamond Valley	Georgiana ...	portions	30 & 29	Parish of Groveland	a. r. p. 1 2 0	Church of England Church and Parsonage	75-2123	c 420-1984
Cudgegong	Wellington ...	.....	.....	Village of Cudgegong, parish of Tannabutta	7 2 0	General Cemetery	75-1180	c 452-1984
Gerogery	Goulburn ...	.....	.....	Parish of Gerogery	7 2 0	do	75-2528	c 462-1984
Gongolgon	Cowper	1, 2, & 10	14	Town of Gongolgon	1 2 0	Church of England Church and Parsonage	75- 548	c 450-1984
Grabben Gullen	King	1, 11, & 12	6	Village of Grabben Gullen	1 2 0	do. do.	75- 148	c 492-1984
Molong, West	Asbburnham .....	.....	.....	Town of West Molong	8 1 30	Public Recreation	75- 282	.....
Parkes	do.	4, 7, & 8	10	Town of Parkes	1 2 0	Roman Catholic Church and Presbytery	75- 535	c 455-1984
Somerton	Parry .....	.....	.....	Parish of Somerton	7 2 0	General Cemetery	75- 970	c 461-1984

1875.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
The Forest	Bathurst.....	portion	303	Parish of Beneree	a. r. p.			
Grafton South	Clarence	6, 7, 8, 9, 10	4	Town of South Grafton	2 0 0	Public School	75-1857	P 227-1978
Nowra	St. Vincent.....	11	26	Village of Nowra	2 2 25	do.	75-1316	G 41-1369 R
Orange.....	Bathurst .....	.....	.....	Town of Orange	2 0 0	do.	75-2245	N 5-1489
Sedgefield	Darham	portion	62	Parish of Sedgefield	5 0 0	Site for a Cattle Market	75-1886	O 46-1309
Urana .....	.....	9, 8, 2, 3,	21	Town of Urana	2 0 0	Public School	75-1410	D 269-2083 R
						do.	75-1365	U 1-1083 Roll

1875.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Deniliquin South	Townsend ..	.....	.....	Town of Deniliquin South...	a. r. p.	Railway Terminus	75-4390	.....
Goulburn	Argyle.....	16	2	Parish of Goulburn, city of Goulburn.	0 1 1	Town Hall.....	75-4391 75-6181	G 86- 834
Kangaroo Valley	Camden .....	.....	.....	Parish of Burrawang, at Kangaroo Valley.	1 2 0	Church of England Church and Parsonage.	Ms. 74-6698	C 432-1894
Sydney.....	Cumberland ..	.....	.....	City of Sydney, at Darlinghurst.	about 1 0 0	Public Recreation	75-2690	.....
Wetaregang	Selwyn.....	portion 65	.....	Parish of Wetaregang.....	2 0 0	Public School.....	74-5130	P 228-1978
Young	Monteagle ..	.....	63	Town of Young.....	6 0 0	Public Recreation	74-8540	Y 69-1768
Young	Monteagle ...	2 and 4	38A	Town of Young.....	0 2 11	Primitive Methodist Church and Residence.	75-2252	Y 60-1768

1875.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Black Springs	Bathurst.....	portion 223		County of Bathurst, parish of Graham.	a. r. p. 2 0 0	Public School	Ms. 74-9463	P 241-1973
Brocklehurst	Lincoln	2	2	County of Lincoln, parish of Terramungamine	2 0 0	do.	75-3537	P 235-1973
Broke	Northumberland.	portion 101		County of Northumberland, parish of Vere.	1 2 0	Roman Catholic Cemetery ...	75-1585	C 457-1984
Broughton Creek and Kangaroo Road.	Camden			County of Camden, parish of Bunburra.	4 3 22	General Cemetery	74-6097	C 447-1984
Candelo	Auckland			County of Auckland, town of Candelo.	12 3 21	Public Recreation	75-2434	.....
Cootamundry.....	Harden	6, 7, & 8	24	County of Harden, parish of Cootamundry.	1 2 0	Roman Catholic Church and Presbytery.	75-1325	C 459-1984
Dingo Creek	Macquarie ...	portions 87 & 88		County of Macquarie, parish of Lewis.	1 2 0	Church of England Church and Parsonage.	75-2316	C 466-1984
Do.	Do.			Do. do. ...	1 2 0	Roman Catholic Church and Presbytery.	74-7000	C 441-1984
Dungaree	Phillip			County of Phillip, parish of Dungaree.	2 0 0	Public School	74-6381	P 233-1978
Goulburn	Argyle			County of Argyle, parish of Goulburn	675 2 0	Permanent Common	75-5050	.....
Kangaroo River	Camden			County of Camden, parish of Burrawang.	3 2 8	General Cemetery	75-3252	C 471-1984
Langdale.....	Westmoreland	portions 113 & 114		County of Westmoreland, parish of Langdale.	1 2 0	Wesleyan Church and Minister's Residence.	75-2599	C 415-1984
Myall River	Gloucester ...	" 37 & 38		County of Gloucester, parish of Myall.	1 2 0	Roman Catholic Church and Presbytery.	75-3218	C 467-1984
Sydney.....	Cumberland..			County of Cumberland, parish of Alexandra, city of Sydney.	1 0 0	Public Recreation	75-2690	S 372- 855
Wagga Wagga North	Clarendon ...	portion 204 a.		County of Clarendon, parish of North Wagga Wagga.	2 0 0	Public School	75-3451	C 60-1875
Wagra	Goulburn ...	portions 28 & 29		County of Goulburn, parish of Wagra.	1 2 0	Church of England Church and Parsonage.	74-5343	C 439-1984
Do.	Do.	" 26		do. do. ...	2 0 0	Public School	74-5347	P 237-1978
Waverley.....	Brisbane	" 99		County of Brisbane, parish of Waverley.	2 0 0	do.	75- 203	P 240-1975

1875.

NEW SOUTH WALES.

CROWN LANDS.

(ABSTRACT OF SITES FOR CITIES, TOWNS, AND VILLAGES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act 25 Victoria, No. 1 (April, 1875).

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs.	Locality.	Government Gazette in which published.
Town of Iluka	205 acres	636 acres	County of Clarence, parish of Nanegai, Clarence River.	23 April, 1875.

1875.

NEW SOUTH WALES.

CROWN LANDS.

(SITES FOR CITIES, TOWNS, AND VILLAGES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act 25 Victoria, No. 1 (May, 1875).

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs.	Locality.	Government Gazette in which published.
Village of Murrumbateman.	69½ acres	178½ acres.....	County of Murray, parish of Namina.	11 May, 1875. (Supplement.)

1875.

NEW SOUTH WALES.

CROWN LANDS.

(SITES FOR CITIES, TOWNS, AND VILLAGES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act 25
Victoria, No. 1. (June, 1875)

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs	Locality.	Government Gazette in which published.
Town of Lambton ..	630 acres	645 acres	County of Northumberland, parish of Newcastle.	15 June, 1875.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

LANDS ACTS AMENDMENT BILL.

(PETITION OF PUBLIC MEETING AT ALBURY.)

Ordered by the Legislative Assembly to be printed, 7 May, 1875.

To the Honorable the Legislative Assembly of New South Wales.

This Memorial of the undersigned Free-selectors, Farmers, and Landowners of the Hume District,—

HUMBLY SHOWETH:—

That your Memorialists view with alarm the changes that are proposed to be made in the system of alienating the public estate by the Bill to amend the Crown Lands Acts, now before your Honorable House, believing that such changes if carried into effect will arrest the progress of settlement, and prove injurious to the best interests of the country. In the resolutions adopted at a public meeting held in Albury, on Wednesday, April the twenty-first, your Memorialists have ventured to express their opinion as to the changes that ought to be made in the Land Act as follows:

That this meeting is of opinion that improvements should be no bar to selection, unless in such cases as are provided for in clause 23 of the Bill, and it considers that the proposal to withhold land from conditional purchase, on account of prospective improvements, will, if passed into law, put a stop to selection.

That this meeting entirely disapproves of that portion of clause five of the Land Acts Amendment Bill, prohibiting selection by minors, unless of the age of sixteen years and upwards, as such clause, if passed into law, would arrest the progress of *bonâ fide* settlement, by debarring persons of small capital from taking up land for the purpose of making homes for themselves and their families.

That in the opinion of this meeting provision ought to be made in the Land Acts Amendment Bill, enabling parents to conditionally purchase three hundred and twenty acres for each of their children, one residence to suffice for the whole of the selections.

That this meeting is of opinion that in amending the Land Acts, provision ought to be made for the extension of the time wherein the conditional purchaser must effect improvements so as to allow reasonable time from the date at which the survey may be made.

That in the opinion of this meeting where special application may be made for the sale of land by auction, the upset price of such land should be two pounds instead of one pound per acre.

That this meeting is of opinion where land orders are issued to members of the Volunteer Force, the recipients of such orders should have the option of taking up land for the purpose of residence, or of purchasing at auction to the value of their orders, but that such orders should not be transferable.

That in the opinion of this meeting pre-emptive leases should be available for conditional purchasers when taking up their selections, and should be surveyed in conjunction with the conditional purchases.

That the foregoing resolutions be embodied in a memorial signed by the chairman on behalf of the meeting, and forwarded forthwith to George Day, Esquire, Member for the Hume, for presentation to the Legislative Assembly.

As the foregoing resolutions are the result of practical experience, your Memorialists would humbly pray that your Honorable House may be pleased to take them into consideration, and if it should seem to your judgment fitting, embody them in the Bill to amend the Crown Lands Acts.

And as in duty bound your Memorialists will ever pray.

Signed on behalf of the meeting held at Albury, on Wednesday, twenty-first April, at which the foregoing memorial and resolutions were adopted.

JAMES DAY,
Chairman.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

LANDS ACTS AMENDMENT BILL.

(PETITION OF PUBLIC MEETING AT BOWNA.)

Ordered by the Legislative Assembly to be printed, 7 May, 1875.

To the Honorable the Legislative Assembly of New South Wales.

This Memorial of the Free-selectors, Farmers, and Landowners of the Hume District,—

HUMBLY SHOWETH:—

That your Memorialists view with alarm the changes that are proposed to be made in the system of alienating the public estate by the Bill to amend the Crown Lands Acts, now before your Honorable House, believing that such changes, if carried into effect, will arrest the progress of settlement and prove injurious to the best interests of the country. In the following resolutions, adopted at a public meeting held at Bowna, on the 26th day of April, 1875, your Memorialists have ventured to express their opinion as to the changes that ought to be made in the Lands Acts, as follows:—

That this meeting entirely disapproves of that portion of clause 5 of the Lands Acts Amendment Bill prohibiting selection by minors unless of the age of sixteen years and upwards, as such clause, if passed into law, would arrest the progress of *bond fide* settlement, by debarring persons of small capital from taking up land for the purpose of making homes for themselves and their families.

That in the opinion of this meeting provision ought to be made in the Lands Acts Amendment Bill enabling parents to conditionally purchase 320 acres for each of their children, one residence to suffice for the whole of the selections.

That this meeting is of opinion that improvements should be no bar to selection, unless in such cases as are provided for in clause 23 of the Bill, and it considers that the proposal to withhold land from conditional purchase on account of prospective improvements will, if passed into law, put a stop to selection.

That this meeting is of opinion that in amending the Land Acts provision ought to be made for the extension of the time wherein the conditional purchaser must effect improvements so as to allow reasonable time from the date at which the survey may be made.

That in the opinion of this meeting pre-emptive leases should be available for conditional purchasers when taking up their selections, and should be surveyed in conjunction with the conditional purchases.

That in the opinion of this meeting, where special application may be made for the sale of land by auction, the upset price of such land should be £2 instead of £1 per acre.

That this meeting is of opinion where land orders are issued to members of the Volunteer Force the recipients of such orders should have the option of taking up land for the purpose of residence or of purchasing at auction to the value of their orders, but that such orders should not be transferable.

That the foregoing resolutions be embodied in a memorial signed by the chairman on behalf of the meeting, and forwarded to Geo. Day, Esq., Member for the Hume, for presentation to the Legislative Assembly.

As the foregoing resolutions are the result of practical experience, your Memorialists would humbly pray that your Honorable House may be pleased to take them into consideration.

And, as in duty bound, your Memorialists will ever pray.

Signed on behalf of the meeting held at Bowna, on Monday, April 26, at which the foregoing memorial and resolutions were adopted.

JAMES KEOGH,
Chairman.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

LANDS ACTS AMENDMENT BILL.

(PETITION OF CONDITIONAL PURCHASERS OF MUSCLEBROOK).

Ordered by the Legislative Assembly to be printed, 19 May, 1875.

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

The Petition of the undersigned Conditional Purchasers, residing in the district of Musclebrook, —

HUMBLY SHOWETH: —

That your Petitioners would respectfully submit to the consideration of your Honorable House the following propositions for alterations to be made in the existing Land Laws and Regulations, namely:—

1. That the upset price for sales of land by auction should be raised to one pound ten shillings per acre.
2. That instead of the present mode of payment all interest paid should be accepted as part payment of the principal money, and that it should be retrospective.
3. That in future all persons making conditional purchases should pay a deposit of ten per cent. upon the value of the purchase money, and should pay the balance in annual instalments of not less than two and a half per cent.
4. That the rate or value of improvements to be made upon conditional purchases, as fixed by the present law, is too high and should be reduced to the rate of ten shillings per acre.
5. That any excess of improvements which may be made upon any portion or selection should be accepted towards improvement upon the whole area.
6. That provision should be made in the Land Law for the selection of homesteads, that is to say, selections where all selectors who are members of one family may reside under one roof, and that such selection should be encouraged.
7. That a space of three months from the date of conditional purchases till the time of occupation should be allowed to each conditional purchaser.
8. That provision should be made to enable children, in whose names land may be conditionally purchased, to attend schools without danger of forfeiture of the land for non-residence.

Your Petitioners therefore humbly pray that when dealing with any Bill to amend the "Crown Lands Alienation Act," your Honorable House will consider the propositions contained in this Petition, and embody them in the new Land Bill.

And your Petitioners, as in duty bound, will ever humbly pray.

Dated this twelfth day of May, in the year of our Lord one thousand eight hundred and seventy-five.

[Here follow 116 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

LANDS ACTS AMENDMENT BILL.

(PETITION OF FREE SELECTORS AND OTHERS, OF ARMIDALE.)

Ordered by the Legislative Assembly to be printed, 19 May, 1875.

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

The humble Petition of the undersigned, Farmers, Free-selectors, and others, inhabitants of Armidale, in the Colony of New South Wales, and the surrounding districts of the said town,—

HUMBLY SHOWETH:—

That in the respectful opinion of your Petitioners many of the proposed amendments in the Land Act of 1861, as embodied in the Bill introduced by Government, and now before Parliament, are not suitable to the wants of the Colony, and that the following alterations and amendments in the proposed new Bill would be found beneficial to the free selector, and highly conducive to the general prosperity of the Colony,

First.—The abolition of payment of five shillings per acre deposit at the time the conditional purchase is applied for.

Second.—The abolition of payment of five per cent. per annum interest of purchase money, and the payment in lieu thereof of one shilling per acre per annum, which should constitute part payment of principal until the whole is paid.

Third.—The reduction of the value of improvements on conditionally purchased land from one pound to ten shillings per acre.

Fourth.—The period given for improvement, three years, should not commence until the conditional purchase is surveyed, and a document signed by an authorized agent on behalf of Government be sent to conditional purchaser, stating that such conditional purchase is surveyed and approved of.

Fifth.—That all Crown Lands adjoining a conditional purchase should be available for pre-emptive right on whichever side of the conditional purchase they may be situate.

Sixth.—That the pre-emptive right be secured by lease to the conditional purchaser for a period of ten years.

Seventh.—That no country lots of Crown Lands be sold by public auction.

Eighth.—That no Crown Lands of any description be sold in consideration of improvements of the value of one pound per acre having been made thereon.

Your Petitioners humbly pray the consideration of the foregoing by your Honorable House.

And, as in duty bound, your Petitioners will ever pray.

[Here follow 213 signatures.]

1875.

—
LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

LANDS ACTS AMENDMENT BILL.

(PETITION OF PUBLIC MEETING AT TEN-MILE CREEK)

Ordered by the Legislative Assembly to be printed, 25 May, 1875.

To the Members of the House of Assembly of New South Wales, in Parliament assembled.

The Memorial of Farmers, Graziers, Landowners, and others residing in the Electoral District of
 The Hume,—

RESPECTFULLY SHOWETH:—

That a Land Act Amendment Bill is now before the Assembly for its consideration; and, at a public meeting held at Ten-mile Creek, on Wednesday, April 28th, your Petitioners ventured to express their opinion on that measure, which we herein beg to submit for your consideration.

That the proposition in the amended Land Bill prohibiting minors under sixteen years of age from holding a conditional purchase will seriously retard the progress of settlement, as it prevents persons of small means from taking up land for homes for themselves and their families, and we consider that provision should be made to allow parents to select 320 acres for each of their children under that age, one residence to suffice for the whole.

That provision should be made for the extension of time for erecting the improvements upon a conditional purchase, so that the three years allowed for so doing may date from the time of survey, if any conditional purchaser should apply for such extension of time.

That provision should be made enabling any person to select on each side of a road; that land separated by a road or creek should be recognized as adjoining, though so separated.

That provision be made enabling any person to hold a pre-emptive lease, although such lease should extend into a different run to that in which the purchase is situated, for which such lease is held. That run boundaries be ignored in dealing with conditional purchases or pre-emptive leases.

That where special application is made for the sale of land by auction, that the upset price of such land be £2 per acre instead of £1 per acre.

Your Petitioners therefore humbly pray that your Honorable House will take the foregoing suggestions into consideration, and make provision as indicated.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

Signed on behalf of the meeting referred to,—

JOHN ROSS, J.P.
 HENRY COWAN, M.D.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

LANDS ACTS AMENDMENT BILL.
(PETITION OF FREE SELECTORS AT TUMUT.)

Ordered by the Legislative Assembly to be printed, 27 May, 1875.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned, as delegated at a large public meeting held on the 18th May, 1875, by the Free selectors, Landowners, Farmers, and others, resident in the district of Tumut,—

HUMBLY SHOWETH:—

That your Petitioners view with alarm the changes proposed to be made in the existing Land Law by the Amendment Act now being so hurriedly passed through your Honorable House.

That in their opinion the only clauses in the present Act requiring amendment are those relating to minors, vicarious selection, a better securing the pre-emptive grass right, and extension of area.

That parents should be allowed, in addition to their own original selections, to conditionally purchase 320 acres, or such lesser portion thereof as their means may allow of, for each child, irrespective of age, and that to such conditional purchase the residence clause should not apply.

The means to be adopted for the suppression of vicarious selection or dummyism, your Petitioners are satisfied to leave in the hands of your Honorable House.

That your Petitioners consider pre-emptive leases should be available for conditional purchasers when taking up selections, and should be surveyed in conjunction with such conditional purchase.

That your Petitioners respectfully desire to draw the attention of your Honorable House to the fact that Members of the present Parliament having obtained their seats at the late election when the land question was entirely ignored, and no pledges thereon enacted, deem it now highly impolitic that a measure of such vital importance should be allowed to become law without first ascertaining what are the opinions of the different constituencies regarding it,—information which your Petitioners believe few of the Members are at present prepared to give.

Your Petitioners therefore humbly pray your Honorable House to delay the third reading of said amended Act until the obtainment of such general expression of opinion from the country.

And your Petitioners, as in duty bound, will ever humbly pray.

H. LYNCH, Chairman of Meeting.
R. A. NEWMAN.
JOHN ELLIOT.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

LANDS ACTS AMENDMENT BILL.

(PETITION OF R. SADLEIR, R.N.)

Ordered by the Legislative Assembly to be printed, 1 June, 1875.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of Richard Sadleir, R.N.,

HUMBLY SHOWETH:—

That as the frequent changes in our land policy has hitherto failed to attract a stream of immigration to our shores, and has been productive of much clashing of settlers between the two great interests the pastoral and agricultural, your Petitioner humbly prays your House may be pleased to take into your consideration, as establishing on a more permanent system the land policy, the introduction into the land Bill now before your Honorable House of the system now in operation in Queensland as to classifying the lands, whereby the inferior lands of the Colony, now deteriorated by being denuded of timber and thereby left waste, may be occupied at reduced prices; and further, that agricultural areas may be fixed without detriment to former applicants, so that the intrusion of one interest on the other may be avoided, and that thereby all the humanizing influences of association, police protection, &c., &c., may be provided, and at the same time, as in Queensland, extensions of tenure to the squatter may be secured on prescribed conditions, affording encouragement and compensation for such improvements as may add to the value of the public domain, in the event of further resumption being necessary.

And your Petitioner humbly prays that your Honorable House may take these premises above stated into consideration.

And Petitioner will, as in duty bound, ever pray.

RICHARD SADLEIR.

Sydney, May 31st, 1875.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MITCHELL BROWN.

(PETITION OF, RESPECTING PRE-EMPTIVE LEASE NEAR FORBES.)

Ordered by the Legislative Assembly to be printed, 24 March, 1875.

To the Honorable Members of the Legislative Assembly of New South Wales.
HONORABLE GENTLEMEN,

The humble Petition of the undersigned is addressed to your Honorable House with a view to securing to the Petitioner what he conceives to be his just rights respecting a certain portion of land situate in the County of Cunningham, near Forbes.

On the 10th of April, 1869, a pre-emptive lease of 300 acres was granted to your Petitioner, and adjoining his conditional purchase of 100 acres. In the month of May, 1869, he commenced to occupy such pre-emptive lease, and has ever since regularly occupied it, and paid rent to the Crown for it. On the 2nd October, 1873, he conditionally purchased 220 acres out of the area of the aforesaid pre-emptive lease, the money for which—25 per cent. on the whole amount—was paid to the Land Agent at Forbes. At the date of taking up the 220 acres, it was not marked as a reserve on the map of the local Land Agent, and your Petitioner proceeded to make improvements in accordance with the Act.

On the 29th November, 1873, he received a letter from the Department of Lands, stating that the aforesaid 220 acres was within a reserve (reserved for what purpose not stated), and intimating that his purchase money would be refunded.

The land in question has since been marked as a reserve in a late map issued to the Forbes Land Office, but was not marked as a reserve on the map of the local Agent at the time your Petitioner selected.

The area in question has never been used by the Crown tenant on whose run it is situated since the 10th April, 1869.

Your Petitioner, in praying your Honorable House respecting this matter, only seeks to avail himself of the true spirit of the Land Act of 1861, which provides for securing to *bonâ fide* settlers a permanent home.

Praying that his occupation and right to complete the purchase of the aforesaid area may be established,—

Your Petitioner, as in duty bound, will ever pray, &c.

MITCHELL BROWN.

Budgeribong, near Forbes,
January 27th, 1875.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

CROWN LANDS ALIENATION ACT OF 1861.

(PETITION FOR AMENDMENT OF—DELEGATES OF THE RICHMOND AND TWEED RIVERS LEAGUE.)

Ordered by the Legislative Assembly to be printed, 13 April, 1875.

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

The Petition of the undersigned Delegates of the Richmond and Tweed Rivers League, appointed by authority conferred at Public Meetings,—

HUMBLY SHOWETH:—

That your Petitioners, believing in the probability of a Bill being introduced for the amendment of the Alienation Act of 1861, beg to represent to your Honorable House that, having given the subject careful consideration, and having watched the working of this Act from the time it was passed, they are of opinion it is capable of many useful alterations, and that such an improvement might be effected in the method of acquiring land as would be advantageous to all classes of the community, and by which inferior lands, at present unsaleable, might be readily disposed of, thus increasing the material wealth of the country, so that the State would be better able to carry on those great works which are so absolutely necessary for the advancement of the Colony.

That your Petitioners, in laying before you some proposed amendments, alterations, and new clauses, which they believe would be beneficial, beg to state that generally they have abstained from affixing penalties, considering that these would be better left in the hand of the Legislature.

That placing what is commonly known as hardwood out of the question—as for the supply of cedar, pine, and other choice brushwoods, the Richmond and Tweed districts may be considered to form the principal timber district of the Colony—your Petitioners think it would be just that steps should be taken, with as little delay as may be convenient, to remove the dissatisfaction which exists with regard to “the Regulations” under which timber is cut on Crown Lands, and they believe their suggestions on that subject, if adopted, would remove much difficulty and uncertainty as to ownership, and that thus the rights of property might be better secured.

That your Petitioners accordingly beg respectfully to lay before your Honorable House the following amendments and recommendations:—

That every Land Agent shall be supplied with a map of his district, on a large scale, upon which all lands sold or conditionally purchased, all reserves, and all roads open to the public, shall be laid down,—this map to be conveniently placed for inspection during office hours.

This map to be made up every three months by a Government surveyor. Crown Lands open for sale in any manner, not being town or suburban lands, shall be classified as follows:—First class agricultural, first class pastoral, second class agricultural, second class pastoral, third class pastoral, inferior or swamp (fourth).

The price of the above shall be as in order:—Twenty shillings per acre for first class, fifteen shillings for second class, ten shillings for third class, and five shillings per acre for inferior or fourth class.

Conditional purchases shall be surveyed within three months from date of application.

Residence by conditional purchaser not to be compulsory before survey.

Where a grazing right has been obtained, it shall be optional with the tenant to purchase the land contained in it by ten annual payments, at a rate according to classification.

Any person, legally entitled to purchase conditionally, if engaged in trade or otherwise, who, from the nature of his occupation cannot fulfil the residence clause, shall be allowed to select, provided an accredited agent resides on the land, and the required improvements are made; however, in such cases the balance of purchase money shall not be received within less than six years from date of application, neither shall any alienation within that period be permitted, except in case of the death or insolvency of proprietor.

In case it shall be the intention of the Government to propose to prohibit the conditional purchase of land for minors, that exception shall be made in favour of youths over fifteen years of age.

90—

Conditional

Conditional and additional conditional purchases shall be permitted to be made across roads, in case the quantity of land required cannot be obtained on one side.

Additional selections shall not be made from corner to corner.

A surplus of improvement on conditional or additional conditional purchase shall be allowed to count as improvement on additional selection.

When land is surveyed for sale, or for a conditional purchaser, the best available road shall be marked through the same, and this road shall be opened for use, if required.

The issue of Volunteer Land Orders should cease.

Trees on leaseholds shall no longer be ringbarked.

A printed form of acknowledgment should be given by Land Agent on receipt of alienation form.

The boundaries of all reserves shall be marked.

A special Act should be passed legalizing all alienations hitherto made by married women and minors.

That in what follows respecting Timber Regulations, in using the word "timber" your Petitioners refer to cedar, pine, beech, and such other brushwoods as from time to time may be in demand, and not to what is commonly called "hardwood."

That every person claiming timber lying on Crown Land, or placed in any creek on Crown Land awaiting a fresh to float it to deep water, shall take out a timber license.

All timber drawn to or placed on a wharf, although on Crown Land, and all timber left in creeks, as above, shall be considered to be removed, and as such not liable to seizure.

Timber cut and lying on Crown Land, having no apparent or known owner, shall not be taken possession of by any person, unless publicly sold to him by some person authorized by the Minister for Lands.

Every person claiming to be the owner of timber lying on Crown Land shall have a registered brand, and shall use no other.

The owner of timber lying on Crown Land shall brand the same with his registered brand, otherwise it shall be liable to be seized, forfeited, and sold on behalf of the Crown.

The owner of timber lying on Crown Land which may happen subsequently to be purchased, shall be allowed 6 months to remove the same, without let or hindrance, as regards the felling of timber on the same, and shall be permitted to cut such roads on the land as may be required for its removal to such place as the owner may elect.

Timber seized on behalf of the Crown shall not be forfeited and sold before 21 days from time of seizure, or before the sale has been announced in two separate issues of the nearest local newspaper, and notice been posted at the Court House and Post Office nearest to the place of seizure.

Any person employing another cutting or removing timber, whether hardwood or otherwise, shall be allowed to take out a license for him, and to hold possession of the same; and in case such man should leave or be discharged, the employer shall be entitled to a transfer of such license on paying a fee of one shilling.

That worked timber ready for removal, lying on Crown Land, shall not be seized as not "removed from off the Crown Lands during the currency of the license," or as not "removed from off the Crown Lands within 12 months from the time at which it was cut," so long as the owner is the holder of a timber license.

That the repealed section, No. 77 of "The Regulations of 1861," shall be substituted for section 8 of "The Regulations of 1866."

That section 12 of "The Regulations of 1866" shall be repealed.

That your Petitioners humbly pray your Honorable House will take the above premises into your favourable consideration, and cause the adoption of the amendments recommended as part of such Bill as may be introduced into Parliament for the amendment of the "Crown Lands Alienation Act of 1861."

And your Petitioners, as in duty bound, will ever pray.

[Here follow 7 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

CROWN LANDS.
(CONDITIONAL PURCHASES AT PATRICK'S PLAINS.)

Ordered by the Legislative Assembly to be printed, 22 April, 1875.

RETURN showing the Number of Conditional Purchases made in the Districts of Patrick's Plains, Muswellbrook, Scone, Murrurundi, Tamworth, and Warialda, and the Areas, for the Years 1862, 1863, 1864, and 1865; and also for the Years 1871, 1872, 1873, and 1874.

	Year.	No. of Selections.	Area.			Year.	No. of Selections.	Area.		
			a.	r.	p.			a.	r.	p.
Patrick's Plains	1862	160	11,645	2	0	1871	91	4,745	1	33
	1863	66	3,783	0	0	1872	184	13,339	3	12
	1864	59	3,670	0	0	1873	259	15,835	1	0
	1865	34	1,805	0	0	1874	161	11,084	3	30
			319	20,903	2	0		695	45,005	1	35
Muswellbrook	1862	48	4,142	0	0	1871	41	2,045	3	0
	1863	35	2,398	0	0	1872	147	7,717	0	0
	1864	39	2,480	3	0	1873	190	9,837	0	0
	1865	54	2,685	0	0	1874	203	10,905	0	0
			175	11,714	3	0		581	30,504	3	0
Scone	1862	55	3,687	0	0	1871	62	3,857	0	0
	1863	45	3,558	0	0	1872	215	12,031	0	0
	1864	45	2,149	3	0	1873	353	21,853	1	0
	1865	51	3,080	0	0	1874	303	20,152	3	0
			196	12,474	3	0		933	57,894	0	0
Murrurundi	1862	81	6,925	0	0	1871	296	24,785	1	0
	1863	49	4,070	0	0	1872	399	33,757	0	0
	1864	43	2,365	0	0	1873	319	28,853	2	0
	1865	44	4,273	0	0	1874	422	41,011	2	39
			217	17,633	0	0		1,436	128,407	1	39
Tamworth	1862	37	3,740	0	0	1871	339	29,660	2	8
	1863	57	4,631	0	0	1872	710	75,606	3	10
	1864	61	4,886	0	13	1873	891	103,137	0	6
	1865	76	5,892	0	13	1874	1,030	123,768	2	38
			231	19,149	0	26		2,970	332,173	0	22
Warialda	1862	4	440	0	0	1871	45	4,695	2	0
	1863	4	320	0	0	1872	64	10,968	0	0
	1864	7	400	0	0	1873	455	59,780	0	0
	1865	10	2,180	0	0	1874	337	46,583	2	25
			25	3,340	0	0		901	122,027	0	25

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

CROWN LANDS.

(JOACHIM v. O'SHANASSY—CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be printed, 8 April, 1875.

CROWN LAW OPINION—MINORS' SELECTIONS.

I HAVE the honor to return herewith the Surveyor General's letter to you of 10th instant, and to state that an infant may purchase land during his minority, and a grant thereof may be to him given, which, however, he can dissent (that is, refuse to take the land) when he comes of age. It is not likely, however, that the latter course would be adopted by any one who paid the deposit for, and had improved land he had selected to purchase.

But though there does not appear to be any very great difficulty, in a legal point of view, in allowing infants to purchase in ordinary cases, it may not be considered expedient that they should be permitted to do so under the pre-emption clauses of the Crown Lands Alienation Act. It was not, I imagine, the intention of the Legislature that the father of a family should be allowed to take under these claims land in the names of all his children; this, however, would be the effect of allowing purchases to be made in the names of infants. If infants of the age of nineteen or twenty may purchase, why not infants of ten or twelve years of age? Will one only, or will all the children of a family be allowed the privilege of purchasing—what is to be the rule, and who is to determine it? By refusing to receive deposits from minors all difficulties on these points will be avoided, and I should think exception cannot be taken to Government declaring that it will only deal with persons whom the law recognizes as fully capable of contracting and acting on their own behalf.

22 February, 1862.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

THE CROWN SOLICITOR TO THE UNDER SECRETARY FOR LANDS.

Crown Solicitor's Office,
Sydney, 21 August, 1868.

SIR,

I have the honor to return the draft proposed circular to the Crown Lands Agents respecting conditional purchases by infants, and to state that I do not see any objection thereto. If a conveyance be made to an infant, he may, when he attains full age, decline to accept it, or if he die under age, the person claiming through him may then also decline—this, however, is hardly likely to happen. An infant is, however, incapable of selling any interest he has in land, and if allowed to transfer a conditional purchase, questions as to the right of the purchaser may arise which will give the Government some difficulty in settling.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

MESSRS. M'CARTHY & ROBERTSON TO THE COLONIAL SECRETARY.

Pitt-street, North,
Sydney, 23 February, 1875.

The Joachims v. O'Shanassy.

SIR,

We have the honor to inform you that the Judicial Committee of the Privy Council has allowed an appeal in the above three cases on the question of the capacity of minors or infants to become conditional purchasers under the 13th clause of the Crown Lands Alienation Act of 1861.

As each successive Government, since the passing of the above Act, have advisedly permitted conditional purchases to be made by infants, and as the direction contained in Form B, framed under the 24th Regulation of the Act (which requires it to be stated if the purchaser be an infant) was observed by the above plaintiffs, it must be obvious that, should they become dispossessed on the ground that conditional purchases by infants are illegal, they will have valid claims for compensation against the Crown, as well also the thousands of other infant selectors throughout the Colony, who will all become liable to be ejected from their holdings should a decision be given adverse to the present plaintiffs.

When refusing the defendant a *rule nisi* for a new trial on the point now raised, Mr. Justice Hargrave expressed himself as follows:—

“There is only one other and final remark, which I will repeat from my judgment in *Drinkwater v. Arthur*, as to the number of selections to be affected by the present question. At the date of our decision in *Drinkwater v. Arthur*, there appeared by the Government Returns in 1869-1870 to have been then above 9,600 free selections, and that the total area then under free selection was 2,490,703 acres, a very large portion of which would then have been dragged into litigation if this Court had not adhered to our first decision in *Emery v. Barclay*. So I say now, that for this Court now to reopen this question would be to shake the titles to property probably of nearly four millions of acres, or at least to shake the titles of all such selections as have in any way come from the direct or indirect effect of an infant's selection right, as taken up for him by his father, and not one of which thousands of selections has ever been selected by a single ‘agent’ on behalf of an absent ‘principal,’ as is suggested by the *rules nisi* in these cases.”

As the plaintiffs have no money to defend the appeal before the Privy Council, and as (should they fail) the Government will have to compensate them, we beg respectfully to request the Government to advance £300 to enable us to fee leading counsel to plead their case before the Judicial Committee. Considering the great public importance of the question at issue, and the magnitude of the claims for compensation to which the Government would become liable should it be decided that all selections that have been hitherto made by infants are void, we venture to hope that this application will be favourably considered.

As the transcript of the record was sent Home by the Prothonotary of the Supreme Court by last mail, it will be necessary, if counsel are to appear for the respondents, that the briefs should be sent Home by the next mail *via* San Francisco, which leaves in about a fortnight.

We have, &c.,

M'CARTHY & ROBERTSON.

JOACHIM v. O'SHANASSY.

The Cabinet consider it desirable that this case should be watched in its progress, as to some considerable extent the interests of this Colony may be affected by the decision the Privy Council may arrive at. Perhaps the Attorney General will suggest some course to him appearing warrantable.—JOHN R.—12/3/75.

MESSRS. M'CARTHY & ROBERTSON to THE COLONIAL SECRETARY.

13 March, 1875.

SIR,

The Joachims v. O'Shanassy.

In reference to our letter of the 23rd ultimo, we beg to say that we wish it to be understood that we are willing to guarantee the repayment to the Government of the advance asked for in the event of the decision of our Supreme Court being upheld; and also, that in that we are quite willing that the respondents' case should be defended by a barrister to be selected by the Government.

We have, &c.,

M'CARTHY & ROBERTSON.

MESSRS. M'CARTHY & ROBERTSON to THE COLONIAL SECRETARY.

Sydney, 1 April, 1875.

SIR,

The Joachims v. O'Shanassy.

In reference to our letters of the 23rd ultimo and 13th instant, we beg to inform you that on Tuesday last we received a letter from Mr. Joachim, senior, dated 25th instant, declining to furnish us with means to defend the appeal, on the ground that “all the neighbouring selectors say it would be wrong for him to do so, as the Government ought to pay it, whichever way it goes.”

It therefore follows that the appeal will have to be defended by the Government, or not be defended at all; and in reference to the Resolution passed by the Legislative Assembly last night, we beg to say that the Government can be represented at the argument of the case before the Privy Council in the following manner:—A barrister can be feid by the Government, and can explain to the Judicial Committee that, although appearing nominally for the Joachims, he has been retained by the Government of New South Wales to argue the question of the legality of conditional purchasing by infants, and that under these circumstances, should the respondents succeed, costs will not be asked to be given against the appellant, Sir John O'Shanassy.

We believe that the Judicial Committee will sanction, as far as it can, such a course being taken by the Government, and that it will recognize it when dealing with the question of costs; for when granting Sir John O'Shanassy's leave to appeal the Judicial Committee expressly declared that they had decided to admit the appeal, “because the question was of considerable importance to the Colony.”

We beg, therefore, to intimate as attorneys for the respondents, that we are willing to allow Counsel retained by the Government, and instructed by the Crown Solicitor, to appear nominally for the respondents in the way above indicated.

We have, &c.,

M'CARTHY & ROBERTSON.

MESSRS.

MESSRS. M'CARTHY & ROBERTSON TO THE COLONIAL SECRETARY.

Pitt-street North,

Sydney, 8 April, 1875.

The Appeal Case—Joachim v. O'Shanassy.

SIR,

We beg to forward, for your perusal, a copy of the Opinion of a very eminent English barrister upon the above case, which we received by last mail.

We have, &c.,

M'CARTHY & ROBERTSON.

Joachim, respondent, v. O'Shanassy, appellant.

Copy—Opinion.

It appears, by the admissions of the defendant filed in this suit, that the plaintiff was declared "the conditional purchaser" of the land in question by the proper Ministerial Government Officer, and so, on the authority of *Mate v. Nugent*, 8 N.S.W. Sup. Court Reports, p. 246, and *Chisholm v. Macaulay*, 7 *ibid*, p. 314 and 343, the plaintiff became (supposing no legal disqualification attached to him) absolute legal owner of the land, subject only to the performance of the conditions prescribed by the Crown Lands Alienation Act of 1861, the chief of which are occupancy and improvement of the land.

The transaction being admittedly in the nature of a purchase from the Government of the particular Crown Land, and as there is no prohibition in the above Act against such purchase by a father in the name of his son, the purchase in question in this suit enured for the benefit of the son, according to a well known principle in law.

But it is contended by the defendant that an infant could not legally become "conditional purchaser" under the above Act. There is not, however, in the Act any express exclusion of infants from the benefits intended thereby to be given to the agricultural population, nor are they, in my opinion, excluded by necessary implication, on a fair construction of the words of the several sections of the Act referred to.

The policy of the Act, according to the Judgment of the Lords of the Judicial Committee, in the recent appeal of *Barton v. Muir* (14th Nov., 1874), was "the reasonable purpose of securing residence and improvement of the land," and both these objects may be, I think, duly effected where an infant is the "conditional purchaser."

It is not pretended that the owner shall himself, by his own hands or personal labour, cultivate the land, or build and so create the required improvements.

In the case of an adult "conditional purchaser," those conditions of the purchase may be (and no doubt frequently are) performed by his paid servants; then why may not the same persons be used in the case of an infant owner, he complying with the other condition personal to himself, viz., residence on the land. It will appear from the above observations that I entertain a favourable opinion of the respondent's success of the appeal, and, in doing so, I am inclined to adopt the opinion of Mr. Justice Hargrave, which embraces all infants of whatever age, rather than that of the Chief Justice, which would limit, without defining, the age of the infant purchaser.

5, Paper Buildings, Temple,
Feb. 3rd, 1875.

J. F. LEITH.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

JOACHIM v. O'SHANASSY.
(FURTHER CORRESPONDENCE RESPECTING CASE OF.)

Ordered by the Legislative Assembly to be printed, 27 April, 1875.

MESSRS. ELLIS & MAKINSON TO THE ATTORNEY GENERAL.

89, Elizabeth-street,
Sydney, 21 April, 1875.

The Joachims v. O'Shanassy.

SIR,

With reference to the letter from the plaintiffs' solicitors to you, which appears in this day's *Herald*, requesting the Government to advance £300 to enable them to fee leading counsel to plead the cause of the plaintiffs before the Judicial Committee of the Privy Council, we have the honor respectfully to protest, on behalf of the defendant, against the Government employing counsel, directly or indirectly, under the circumstances.

It is, as you are aware, a well established rule in every Court of Justice that counsel can only be heard on behalf of one or other of the parties to the record before the Court; and the fact that others are interested in the result of the proceedings—no matter how largely—has never been admitted to be a sufficient reason to justify their appearing by counsel or otherwise.

That the Privy Council, in the exercise of its absolute discretion, may sanction a departure from so just and equitable a rule is possible, but we venture to think by no means probable.

As to retaining counsel on the appeal to watch the proceedings in the interest of the Government, it is obvious that, if so retained they would in reality be counsel for Joachim, and assist his ostensible counsel accordingly. Practically, therefore, the result would be just the same as if they actually appeared for him.

This, we submit, would be a great injustice. It would in fact be bringing, though indirectly, the weight and influence of the Government of the Country to bear against one of the parties to a civil action for the determination of a purely civil right.

The three actions which are the subject of the present appeal were brought in the names of three of Mr. Joachim's children.

Three other actions of a like nature, in the names of three of his other children, are being now prosecuted against the defendant; and four other actions, also in the names of the children, have been commenced against the defendant's son.

The effect of the Government interfering and relieving Mr. Joachim from the costs of the appeal, will be to put him in funds to carry on all these actions, and harass the defendant and put him to heavy expense, pending the decision of the Privy Council.

In view of your own exhaustive, and we may add, impartial opinion, we do not consider it necessary to trouble you with any further observations.

We have, &c.,
ELLIS & MAKINSON,
Solicitors.

THE SECRETARY TO THE ATTORNEY GENERAL TO MESSRS. ELLIS & MAKINSON.

Attorney General's Office,
Sydney, 23 April, 1875.

The Joachims v. O'Shanassy.

GENTLEMEN,

I have the honor, by direction of the Honorable the Attorney General, to acknowledge the receipt of your letter of 21st April instant, in which, referring to a letter from the plaintiffs' solicitors to the Honorable the Colonial Secretary (inaccurately described by you as being addressed to the Attorney General), published in the *S. M. Herald* of 21st instant, and requesting the Government to advance £300, to enable them to fee leading counsel to plead the cause of the plaintiffs before the Judicial Committee of the Privy Council,—you respectfully protest, on behalf of the defendant, against the Government employing counsel, directly or indirectly, under the circumstances.

I have the honor to inform you that, in the advice given to the Government, embodied in the opinion of the Attorney General, to which you refer in the last paragraph of your letter, the Attorney General expressly cautioned the Government against the adoption of any course of conduct which would identify the Government with either of the parties to this appeal. The protest, consequently, which you have forwarded to this department, appears to the Attorney General entirely superfluous, inasmuch as it is directed to a course of procedure against which the Attorney General himself has *protested*, in advising his colleagues.

The Attorney General is unable to appreciate the force of your reasoning, that counsel intervening on the appeal in behalf of the Government would in reality be counsel for the respondents. The Government have a very much greater interest in the satisfactory determination of this question than either of the parties to this appeal; and counsel appearing on behalf of the Government (if their appearance is permitted) would be specially instructed (as the Attorney General has advised) that the only object of the Government is to secure a full argument of the question, as a foundation for a satisfactory and final judgment.

The Attorney General is deeply conscious of the difficulties surrounding the determination of any great question of Colonial law, even by a Court so highly entitled to reverence as the Judicial Committee of Her Majesty's Most Honorable Privy Council. The very distinguished statesman whose legal reform created the Court as it now exists has recorded his opinion of the inadequacy, as a Court of Appeal, of any judicial tribunal in England to deal satisfactorily with the immense variety of matters foreign to the habits and beyond the scope of the knowledge of persons in England, arising in distant Colonies, and it is only by the best argument to be obtained at the Bar of this Appeal Court that any solid foundation for a valuable judgment can be laid.

Strongly impressed as the Attorney General is with the absolute necessity of seeing that the conduct of this important case is not (if it can be avoided) to be left exclusively either to the appellant or respondents in this appeal, and convinced that before so great a tribunal—composed of the most distinguished lawyers of England—the weight and influence of the Government of the Country to which you refer will only be estimated by the arguments of the counsel at their Lordships' bar who appear for the Government of New South Wales, the Attorney General instructs me to inform you that, if he is authorized by his colleagues (carrying out the intentions of the Legislature), he will be prepared to petition Her Majesty for liberty to intervene on this appeal, in the interests of the people of New South Wales.

I am further directed to inform you that the Attorney General regrets that you do not feel yourselves at liberty to take advantage of the proposition which he submitted to his colleagues, by which the appeal would have been undertaken, and whereby the appeal would have been fairly argued on both sides, instructed by the Crown; as your refusal to do so may be regarded as an admission on your part that the claim of your client is one that the Government could not properly support.

The anxious desire of the Attorney General, from the first, has been to place both parties in precisely an equal position before the Court of last resort. He will still endeavour to accomplish this, and to secure, if it be possible, a judgment on this appeal which the Country will be satisfied has been the result of a thorough consideration of the matter, after exhaustive argument.

I have, &c.,

ALEX. GREVILLE,

Secretary to the Attorney General.

MESSES. ELLIS & MAKINSON TO THE ATTORNEY GENERAL.

89, Elizabeth-street,

Sydney, 26 April, 1875.

The Joachims v. O'Shanassy.

SIR,

We have the honor to acknowledge the receipt of your letter of the 23rd instant, addressed to us by direction of the Honorable the Attorney General, in reply to ours of the 21st instant.

We admit that the Attorney General, in his advice to the Government, "expressly cautioned the Government against the adoption of any course of conduct which would identify the Government with either of the parties to the appeal." We fail to see, however, that because he did so, our protest was superfluous. As far as he was personally concerned it was so, no doubt; but it is well known that although Government, as a general rule, acts upon the advice of its legal advisers, it does not do so invariably and as a matter of course. In the present case, a different view from that of the Attorney General had already been expressed by a Member of the Government in the Assembly, and we had no sufficient reason to assume that that view would not be ultimately adopted, especially as the matter had still to be considered not only by the Cabinet but by the Parliament. We feel therefore that we were perfectly justified in acting according to our instructions and making the protest which we did on behalf of the appellant.

As to the Attorney General being unable to appreciate the force of our reasoning—that counsel intervening on behalf of the Government would in reality be counsel for the respondents—we may be permitted to remark that our protest on this point had reference to the employment of counsel to watch the proceedings in the interest of the Government; and when it is borne in mind that the interest of the Government is directly opposed to that of the appellant, it is surely not unreasonable to believe that counsel so employed would do their best for their clients; and in this case, doing their best for their clients would be tantamount to doing so for the Joachims, whose interests would be in complete harmony with that of the Government. Even admitting that the Government, as the Attorney General says, have a greater interest in the satisfactory determination of this question than either of the parties, we still maintain, on behalf of the appellant, that there is no precedent for its interference in a purely civil proceeding between subject and subject.

With the alleged difficulties surrounding the determination of any great question of Colonial law by the Privy Council we have nothing to do; it is enough for us to know that it is the ultimate tribunal established by law for the determination of such questions; and that to which every subject has a right to appeal in any matter coming within the scope of its jurisdiction. We do not imagine for a moment that its judgment would be influenced by the fact that the influence of the Government was thrown into the

the scale on one side or the other ; but that is no reason why the money and influence of the Government should be brought to bear in the conduct of a civil case against any private individual. However humble his interest, he has a right to prosecute it in a legal way before the proper tribunal, without being interfered with or prejudiced by the interposition of third parties, no matter how much they may be interested in the result.

If the law is impolitic, or injurious in its operations to great interests, or doubtful in its meaning, it is for the Parliament of the Country to provide a remedy, by repealing or modifying it, or passing a declaratory Act.

With reference to the Attorney General's regret that we do not feel ourselves at liberty to take advantage of the proposition which he submitted to his colleagues, whereby the appeal would have been fairly argued by counsel on both sides, instructed by the Crown, we beg to say that the proposition was never made either to us or to our client.

The first knowledge we had of it was derived from the published opinion of the Attorney General. Our client was then absent from the Colony, and without his express authority we did not feel at liberty to say whether he would accede to it or not. Our protest was made in pursuance of instructions received from him before he left. The Attorney General's proposition is not certainly open to the same grave objections as either of the other one-sided modes of proceeding ; and we have no doubt whatever but that if the case were argued by counsel in the manner suggested, the Attorney General would give such instructions as would insure a full and fair discussion of the whole question.

Whether our client will be disposed to surrender the control of his own case or not we cannot say. If his consent is asked for we will write to him at once, and let the Attorney General know the result with as little delay as possible.

We have, &c.,
ELLIS & MAKINSON.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

APPEAL TO PRIVY COUNCIL.

("THE JOACHIMS v. O'SHANASSY."—OPINION OF ATTORNEY GENERAL, FOR GUIDANCE OF MINISTRY.)

Ordered by the Legislative Assembly to be printed, 20 April, 1875.

MEMO:—For the guidance of the Ministry as to the conduct of the Appeal in the *Joachims v. O'Shanassy*, as to the possibility of the Crown (by Petition to the Queen to that effect) being allowed to intervene, and generally in the questions submitted to me, verbally, at a Cabinet Meeting held on the 24th February, 1875.

This matter was first presented to me for advice by a letter dated 23rd February, 1875, from Messrs. M'Carthy and Robertson, Solicitors, of which this is a copy.

Messrs. M'Carthy & Robertson to The Colonial Secretary.

"Pitt-street North,

"Sydney, 23 February, 1875.

"The *Joachims v. O'Shanassy*."

"We have the honor to inform you that the Judicial Committee of the Privy Council has allowed an appeal in the above three cases, on the question of the capacity of minors or infants to become conditional purchasers under the 13th clause of the Crown Lands Alienation Act of 1861.

"As each successive Government, since the passing of the above Act, have advisedly permitted conditional purchases to be made by infants, and as the direction contained in Form B, framed under the 24th Regulation of the Act, which requires it to be stated if the purchaser be an infant, was observed by the above plaintiffs, it must be obvious that, should they become dispossessed on the ground that conditional purchases by infants are illegal, they will have valid claims for compensation against the Crown, as will also the thousands of other infant selectors throughout the Colony, who will all become liable to be ejected from their holdings should a decision be given adverse to the present plaintiffs.

"When refusing the defendant a rule *nisi* for a new trial on the point now raised, Mr. Justice Hargrave expressed himself as follows:—There is only one other and final remark which I will repeat from my judgment in *Drinkwater v. Arthur*, as to the number of selections to be affected by the present question. At the date of our decision in *Drinkwater v. Arthur*, there appeared by the Government returns in 1869-1870 to have been then above 9,600 free selections, and that the total area then under free selection was 2,490,708 acres, a very large portion of which would then have been dragged into litigation, if this Court had not adhered to our first decision in *Emery v. Barclay*. So I say that for this Court now to reopen this question, would be to shake the titles to property probably of nearly four millions of acres, or at least to shake the titles of all such selections as have in any way come from the direct or indirect effect of an infant's selection right, as taken up for him by his father, and not one of which thousands of selections has ever been selected by a single 'agent' on behalf of an absent 'principal,' as is suggested by the rules *nisi* in these cases.

"As the plaintiffs have no money to defend the appeal before the Privy Council, and as (should they fail) the Government will have to compensate them, we beg respectfully to request the Government to advance £300 to enable us to fee leading counsel to plead their cause before the Judicial Committee. Considering the great public importance of the question at issue, and the magnitude of the claims for compensation to which the Government would become liable, should it be decided that all selections that have been hitherto made by infants are void, we venture to hope that this application will be favourably received.

"As the transcript of the record was sent Home by the Prothonotary of the Supreme Court by last mail, it will be necessary, if counsel are to appear for the respondents, that the briefs should be sent Home by the next mail, *via* San Francisco, which leaves in about a fortnight.

"We have, &c.,

"M'Carthy & ROBERTSON,

"Solicitors."

"No. 75. 1,314.

"The Under Secretary, Crown Law Department, B.C., 13th March, 1875.—H.H."

I had no hesitation in immediately and unhesitatingly accepting the responsibility of advising that this proposal could not be acceded to. I advised that the Government ought not to identify itself with either party to this appeal, unless it was prepared, for the purpose of having the question fairly and exhaustively argued, to adopt a course which will be hereafter indicated. And at the same time, I confessed that I did not see clearly how the Government could otherwise interfere. I was deeply impressed with the very great importance of the question—with the fact that the Government and people of this Colony have an infinitely greater interest in its satisfactory settlement than either of the parties to this appeal, and with the desirableness, if it could be effected, that this important appellate case before the Court of last resort should not be heard and determined without an adequate representation of the Colony. For the purpose of considering whether this could be accomplished, I asked for time to examine into the practice and course of procedure of the Judicial Committee of Her Majesty's Most Honorable Privy Council, and to inform myself of the special circumstances of this appeal.

I have ascertained that the circumstances of the appeal are these:—

On the 20th November, 1873, by Her General Order in Council, Her Majesty referred to the Judicial Committee of the Privy Council the petition of Sir John O'Shanassy in the matter of certain actions then lately depending in the Supreme Court of the Colony, between John Thomas Joachim, plaintiff, and John O'Shanassy, defendant, Selina Joachim, plaintiff, and John O'Shanassy, defendant, Sophia Joachim, plaintiff, and John O'Shanassy, defendant, setting forth that, on the 8th day of August, 1873, each of the above-named plaintiffs commenced an action in the Supreme Court of New South Wales against the petitioner; that all the above-named plaintiffs are infants, and at the time the said actions were commenced the plaintiff John Thomas Joachim was of the age of sixteen years or thereabouts, and the plaintiff Selina Joachim was of the age of fourteen years or thereabouts, and the plaintiff Sophia Joachim was of the age of twelve years or thereabouts; and the plaintiffs sued in the said several actions by their father, William Joachim, as their next friend; that each of the declarations in the several actions alleged that the petitioner had trespassed upon the land of the plaintiff in the action; that the petitioner pleaded to each of the declarations (among other pleas) a plea that at the time of the alleged trespasses the petitioner was in lawful occupation of the said land, under a promise of a lease thereof from the Crown; that the said several actions came on for trial before Sir James Martin, the Chief Justice of the Supreme Court, on the 24th day of April, 1874; that it was then stated by the respective counsel for the plaintiffs and the petitioner that the only real point in issue between the parties in the several actions was whether the plaintiffs therein, being infants, could make conditional purchases, under the 13th section of the Crown Lands Alienation Act of 1861, of the pieces of land on which the alleged trespasses respectively took place, it being admitted that the petitioner prior to and at the time of the alleged conditional purchases of the said pieces of land by the plaintiffs was in possession thereof under a promise of a lease from the Crown, in accordance with the provisions of the Crown Lands Occupation Act of 1861; that thereupon the Jury, by consent, found a verdict in each of the actions for the plaintiff therein with £100 damages, leave being reserved in each of the actions to the petitioner to move the full Court to set aside the verdict therein and enter a nonsuit in lieu thereof; that the petitioner, on the 15th of June, 1874, pursuant to the said leave, moved for rules calling on each of the above-named plaintiffs to show cause why the verdict so found for him should not be set aside and a nonsuit entered in lieu thereof; that the said rules were so moved for before Sir James Martin the Chief Justice and two of the Judges, but the Chief Justice took no part in the hearing of the case, having, when a counsel at the Bar, given an opinion that an infant could not make a conditional purchase under the Crown Lands Alienation Act of 1861; that the other Judges refused the motions, on the ground that the Court was bound by previous decisions pronounced by it in which the same question had arisen; that the petitioners afterwards applied to the Supreme Court for leave to appeal to the Privy Council against the judgments refusing rules *nisi* to set aside the verdict in the said several actions and enter a nonsuit; but the Court refused such leave, on the ground that the sum at issue in each of the actions was below the appealable amount, £500, and that it had therefore not the power to grant leave to appeal, but the Judges expressed an opinion that the case was one of great importance, and that they had no doubt that the Privy Council, if applied to, would grant leave to appeal; that the question whether an infant can be a conditional purchaser was one of very great importance, not only to the petitioner but to all persons who occupy Crown Lands for pastoral purposes under the Crown Lands Occupation Act of 1861, such persons not only being numerous but having invested large sums of money in stocking and improving the lands occupied by them; that as the quantity of land which can be conditionally purchased by any one person is limited by the Crown Lands Alienation Act of 1861 to 320 acres, the sum at issue in any litigation between an occupier of Crown Lands for pastoral purposes, and a person claiming to be a conditional purchaser of part of such land, which involves the title to such part, can scarcely ever reach the appealable amount of £500, and therefore, unless the Privy Council shall grant leave to appeal in an action where the sum at issue is below the appealable amount, there is no means of having the decision of the Supreme Court as to the right of infants to become conditional purchasers reviewed upon appeal; that besides the conditional purchases alleged to have been made by the above-named plaintiffs respectively, five other children of the said William Joachim, all being infants, claim or are alleged by him to have made conditional purchases of portions of the Crown Lands which were occupied by the petitioner for pastoral purposes under the Crown Lands Occupation Act of 1861; that the petitioner has paid the amount of the verdict and costs in each of the said three actions; that although the Government of New South Wales has declared the land alleged to have been conditionally purchased by six of the said infant children of the said William Joachim to be forfeited, on the ground that they had not resided on the land conditionally purchased by them, as required by the Crown Lands Alienation Act, yet the Minister of Lands refuses to take steps to enforce such forfeiture until the question sought to be raised on appeal is settled, and he has refused to declare the land alleged to have been conditionally purchased by the remaining two infant children to be forfeited, does not re-vest such land in the person who before the conditional purchase was in the occupation of it for pastoral purposes, since, by the 12th section of the Crown Lands Occupation Act of 1861, it is enacted that the conditional sale of any land under lease shall cancel so much of the lease as relates to the land so sold and to three times the area thereof adjoining thereto; and therefore, notwithstanding the said declaration of forfeiture, it is very important to the petitioner to obtain a determination of the question whether there ever were conditional purchases of the land which has been so declared forfeited; that if the petitioner is deprived of the land alleged to have been conditionally purchased by the infant children of the said William Joachim, the loss to the petitioner will be very much greater than

than £500, because not only had the petitioner expended money in erecting buildings on the land so conditionally purchased or alleged to be purchased, but the said land is adjacent to wells for watering stock, and the petitioner's stock cannot be conveniently watered at such wells without passing over the land alleged to have been conditionally purchased, and because it will be difficult and expensive to keep the petitioner's sheep from going on to the said conditionally purchased land, which is unfenced, and the petitioner's sheep if found thereon will, in all probability, be impounded by the alleged conditional purchasers, and that in consequence of the alleged conditional purchases the petitioner has been obliged to remove many thousands of his sheep from his run; that the petitioner feels aggrieved by the said judgments of the Supreme Court refusing him rules *nisi* to set aside the said several verdicts and enter nonsuits in lieu thereof; that the facts are the same in each of the said three actions, and the same question of law is involved in each of them; that the petitioner is able, ready, and willing to enter into the required securities for the costs of an appeal against the said several judgments, and humbly praying that Her Majesty in Council would be graciously pleased to order that the petitioner shall have special leave to appeal from the said judgments of the Supreme Court of New South Wales of the 15th day of June, 1871, refusing a rule *nisi* to set aside the verdict and enter a nonsuit in each of the said three actions, and that the said Supreme Court may be ordered to transmit forthwith the transcript of the pleadings and evidence and other proceedings in the said three several actions to the Privy Council Office, and that only one petition of appeal and one appellant's case and one respondent's case may be lodged, and that the appeal against the said three judgments may be prosecuted and treated as a single appeal, and that the petitioner may be required to give such security for costs, or to deposit such a sum of money in lieu of giving security for costs, as he would be required to give or deposit if he were appealing against one only of the said judgments, or for other relief in the premises.

The Lords of the Committee, in obedience to Her Majesty's General Order of Reference, having taken the petition for leave to appeal into consideration, and having heard counsel on behalf of the petitioner, reported to Her Majesty as their opinion that leave ought to be granted to Sir John O'Shanassy to enter and prosecute his appeal from the judgment or judgments of the Supreme Court of New South Wales of the 15th June, 1871, in each of the said actions. Their Lordships were further of opinion that the appeal should come on for hearing as one consolidated appeal, and if the parties should be so advised in the form of a special case, the facts not being in dispute, upon the appellant depositing in the registry of the Privy Council the sum of three hundred pounds sterling, as security for the costs of the respondents in case the appeal should be dismissed. Her Majesty having taken this report into consideration, was pleased, by and with the advice of Her Privy Council to approve thereof and to order accordingly. It is clear that their Lordships' report was based upon the consideration of the very great importance of the question to all persons occupying Crown Lands for pastoral purposes, and to all persons who had become, or indeed contemplated becoming, conditional purchasers of Crown Lands. It was not out of regard for the individual interests of the appellant, and respondents in these particular cases that the Judicial Committee of the Privy Council reported in favour of the appellant, but because of the interests of a large class of persons in the Colony, which interests would be affected by the construction of a local Act of Parliament; and in this cause the Judicial Committee acted in exact accordance with a number of precedents, which are to be found in the reports of their proceedings. Thus, in *Brown v. McLaughan* (P. C. C., N. S., vol. vii, pp. 306, 7, 8, 9), a special leave to appeal was granted, although the amount involved was far below the appealable value, and Sir James W. Colville, in pronouncing the judgment of their Lordships, expressly based their Lordships' justification of their departure from the rule relating to appealable value, on the ground that the question was one of the construction of a Colonial Statute, which affected the interests of a large class of persons in the Colony of South Australia.

It is necessary, considering the course of procedure of this Court and the vast jurisdiction it exercises, to bear in mind the finality of its judgments.

The Judicial Committee, being a Court of the last resort, it is not considered expedient that a case once fully heard and determined by them should be permitted to be discussed again before them. When its judgment has been delivered, and its report is approved by the Queen, the Court below is bound to use its best endeavours to carry Her Majesty's decree into execution.

With the responsibility of such an "immense jurisdiction" (to borrow the language of Lord Brougham, in his speech on Law Reform in 1828) "over the rights of property and person, over rights political and legal, and over all the questions growing out of so vast and varied a province," the Judicial Committee possesses and freely exercises extraordinary powers.

It is a Court which does not follow, even in the hearing of counsel, the practice of the Court appealed from (*Henfrey v. Henfrey*, 4 Moo. P. C. C. 29); it sometimes, in cases of difficulty, not only directs re-argument of cases with reference to specific points of law, but where those who hear the case either disagree or entertain grave doubts, enlarges the tribunal by obtaining the attendance of additional members of the Committee (*Sorensen v. The Queen (the Baltica)* 11 Moo. P. C. C. 141.)

It is a Court which disregards points of mere form, and will not willingly dispose of cases upon technical points, and will not entertain questions argued for the first time in appeal of a formal or captious nature. It has, in more than one instance, when inquiries as to the Law of Foreign Countries had to be made, referred the printed cases of appellant and respondent for the opinion of foreign lawyers, whose professional opinions, with the reasons for them, having been furnished to the Privy Council, the Committee have decided the cases on these opinions. (*Freyhaus v. Heirs of Forbes*. 1 Knapp, 118. *Quelin v. Moison*, *ibid.* 265.)

It receives evidence in some cases which was not, and could not be, before the Court below (*Hughes v. Perral*, 4 Moo. P. C. C. 41). If the case presented to the Judicial Committee is imperfect, it will itself call for a proceeding or document which ought to have been laid before it (*Mason v. Attorney General of Jamaica*, 4 Moore's P. C. C. 231). It has at all times endeavoured to afford the fullest means of satisfactorily and finally deciding questions where the way to appeal had been closed by mistake or by defective administrative arrangements in the Mother Country or in her Colonies. Thus, in the Bank of Australasia v. Harris and another (P. C. C., vol. xv, pp. 97-121), the Supreme Court of this Colony having refused to entertain, on the ground of want of jurisdiction, an appeal from a judgment of the Supreme Court at Moreton Bay, in December, 1859 (from which Court to our own, prior to the erection of Moreton Bay into a separate Colony under the name of Queensland, an appeal lay), the appellants presented a special petition to Her Majesty in Council, praying for liberty to appeal from the judgment of

of the Supreme Court of Moreton Bay; and although no Order in Council was made providing for appeals from the Supreme Court in Queensland till a considerable time after the special case for appeal was made and signed, their Lordships reported in favour of the application.

And in *Reg. v. Coote* (P. C. C., N. S., vol. ix, pp. 467-468), after an application made by the Attorney General of the Province of Quebec to the Court of Queen's Bench, sitting on the Crown side at Montreal, for leave to appeal to Her Majesty in Council from a judgment of that Court had been refused, a petition was presented by the Attorney General to the Queen in Council, praying for special leave to appeal from such judgment. This petition was heard by the Judicial Committee, on the 30th April, 1872, and, by an Order in Council of the 10th May, 1872, special leave to appeal was granted.

It will even rescind its own order granting leave, &c., to appeal. Thus, in the matter of the appeal of Abraham Ames and others (P. C. C., vol. iii, pp. 409-413), their Lordships, on special petition of the Attorney General for the Island of Jersey, rescinded, in May, 1841, their own Order in Council granting leave to appeal, made in July, 1838. And although, on the one side, it was contended that the Order would not be impeached or disturbed, as it was granted under the general jurisdiction exercised by the Court, and on the other, that the Court had no power to make the Order, Baron Parke, while admitting that Her Majesty ought not to have been recommended to allow the appeal, would not sanction any such limitation of the powers of the Council as was contended for. "We are disposed to say," observed His Lordship, "that we ought not to have recommended Her Majesty to have allowed the appeal, but we are not disposed to say that we have not the power so to have done, as Her Majesty is the Head of Justice, and we are sitting here not merely as a judicial body but as Privy Councillors." See also on the exercise of the prerogative right of appeal under the Crown, the argument for the petitioner, and the judgment of Dr. Lushington in *The Queen v. Joykissen Mookerjee* (I. P. C. C., N. S., pp. 272-298).

Under all the circumstances of the case, I am by no means clear that the Judicial Committee of the Privy Council would refuse to hear learned counsel representing the Government of New South Wales, which has so deep an interest in the determination of a question of such immense importance, by a Court from whose judgment there is no further appeal. This would be done (if it could be done at all) on precisely the same grounds as those upon which Sir John O'Shanassy based his petition, and on the further ground that the Government of this Colony is equally interested in the protection of the rights of the conditional purchasers under the Crown Lands Alienation Act of 1861. There is a case quoted at p. 109 of Mr. Macpherson's book on the Practice of the Judicial Committee of the Privy Council which seems to support this view. It differs only in the immediate liability of the intervening party to a suit, in the event of the affirmation of the claim of one of the parties. I have not, nor have I been able to obtain from any of our law libraries, a copy of the Reports from which the case is cited; but the case is thus stated:—"Where A claimed from B" (*Maharajah Ishuree Persand Narain Singh and another v. Lal Chutteput Singh*, 3 Moo. Ind. Ca. 100) "the restitution of an estate which had been illegally sold by the Government to B, the East India Company, which was liable to give compensation to B if A's claim should be affirmed, intervened in the proceedings before the Judicial Committee (though it had not intervened below), and put in a case, and having been heard by counsel, was ordered to pay compensation."

It seems to me that the proper course would be for the Attorney General, on behalf of the Government, to address a petition to Her Majesty praying for leave to intervene, on the ground of the very great interests of the people of New South Wales in the appeal, and the anxiety of the Government to place the whole case in as exhaustive a manner as possible before the Court of final resort. If this petition met with the approval of the Judicial Committee (to whom it will be referred by the Queen), the legal Agents of this Colony in London, Messrs. Peachey and Lloyd, would be advised to instruct the best counsel to be obtained; and everything tending to throw light upon the case, so that it might be presented to the Court in the clearest manner, could be furnished without delay from the various Departments of the Government.

I presume the single object of the Government is to obtain a judgment, which, as it cannot be subsequently canvassed or affected, and as it will bind us all as far as the law exists at present, shall be only pronounced upon a full acquaintance with our Colonial Law, and after the best argument at their Lordships' Bar.

Should their Lordships decline to recommend to Her Majesty that permission should be given to the Government of this Colony to intervene, I see no other way of our being satisfied with the conduct of the appeal but the one which I shall proceed to suggest. If both the appellant and respondent consented, the Government might undertake the instruction of counsel on both sides, furnishing them with exactly the same information—which of course in both cases would be all that the Government could supply, and that the legal advisers of the Government desired,—the Government preserving the strictest neutrality between the parties; and counsel being instructed that the only object of the Government was to secure a full argument of the question as a foundation for a satisfactory and final judgment.

I conceive it to be my duty to inform the Government that the sum of £300 which is placed upon the Estimates for defraying the costs of this appeal, in the event of the Government being permitted to appear and take part in it, will in my opinion be insufficient for the purpose.

WILLIAM B. DALLEY,
Attorney General.

Crown Law Offices,
15th April, 1875.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RESERVES IN THE TOWN OF SYDNEY.

(PROCLAMATIONS, &c.)

Ordered by the Legislative Assembly to be printed, 29 April, 1875.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 8 April, 1874, That there be laid upon the Table of this House,—

- “ (1.) A copy of the Government Order, No. 30, 8th June, 1829, issued
“ by the Colonial Secretary, by command of His Excellency Lieutenant-
“ General Sir Ralph Darling, containing a list of certain parcels of land in
“ the Town of Sydney, which have been heretofore reserved for public
“ purposes.
“ (2.) A Return showing whether such parcels of land are still held in
“ reserve for public purposes; and, if not, to whom they were granted or
“ sold in each instance.
“ (3.) A copy of any Order or Proclamation that may have been issued
“ by the Governor, or other constituted authority, cancelling the Order
“ No. 30, 8th June, 1829.”

(Mr. Macintosh.)

RESERVES IN THE TOWN OF SYDNEY.

No. 1.

GOVERNMENT ORDER.

(No. 30.)

Colonial Secretary's Office,
Sydney, 8 June, 1829.

HIS Excellency the Governor is pleased to direct that the following list of certain parcels of land in the Town of Sydney, which have been heretofore reserved for Public Purposes, shall be published for general information, of which all parties concerned are hereby required to take notice accordingly, viz. :—

1. Commencing at the west end of Campbell-street: Bounded on the north-west by the road leading to Parramatta as far as the Botany Bay Road; on the west by that road to the boundary of Dr. Redfern's land; on the south by that boundary to Daniel Cooper's land; on the east by that land to the Church of England Burial-ground; on the south by Daniel Cooper's northern boundary to Elizabeth-street; on the east by Elizabeth-street to Campbell-street; and on the north by Campbell-street to the commencing corner.
2. A small triangular piece of land: Commencing at the south-west corner of Greville's allotment in Elizabeth-street; bounded on the north by that allotment; on the east by the western boundary of the Surry Hill Farms; and on the west by Elizabeth-street to the commencing corner.
3. Commencing at the corner of Elizabeth-street and a road leading to Mr. Mackaness's land: Bounded on the south by that road; on the east by Mr. Mackaness's land; on the north by a water-course; and on the west by Elizabeth-street to the commencing corner.
4. The site of the new watch-house, situated at the corner of Liverpool-street and Upper Pitt-street, on the south side of the former and the east side of the latter.
5. The site of the present watch-house, No. 4, situated at the corner of Liverpool-street and George-street; on the south side of the former and the east side of the latter.
6. A small piece of land on the Parramatta Road, between Dr. Harris's, Ultimo Estate, and the stream which divides Harris and Dickson, extending (50) fifty feet southwards from the centre of the bridge, and from the road to the water, westerly.
7. Commencing at the corner of Kent-street and Bathurst-street: Bounded on the west by Kent-street to Hely's southern boundary; on the north by that boundary to the corner of the brick-wall of the old Burial-ground; on the west by that wall to Druitt-street; on the north by Druitt-street to George-street; on the east by George-street to Bathurst-street; and on the south by Bathurst-street to the commencing corner.
8. Commencing at the corner of Druitt-street and George-street: Bounded on the south by Druitt-street to York-street; on the west by York-street to Market-street; on the north by Market-street to George-street; and on the east by George-street to the commencing corner.
9. Commencing at the north-east corner of Blaxland's allotment, on the west side of Sussex-street: Bounded on the south by that allotment to Darling Harbour; on the west and north by the waters of that harbour to Sussex-street; and on the east by Sussex-street to the commencing corner.
10. The site of the present watch-house, No. 6, situated at the corner of Clarence-street and Erskine-street; on the west side of the former and the north side of the latter.
11. Commencing at the corner of Barrack-lane and York-street: Bounded on the north by Barrack-lane to Simmons's buildings; on the east by a line about (210) two hundred and ten links; on the south by a line about (228) two hundred and twenty-eight links to York-street; and on the west by York-street to the commencing corner.
12. Commencing at the corner of Barrack-lane and Clarence-street: Bounded on the west by the barrack-wall in Clarence-street; on the north by that wall to George-street; on the east by the wall in George-street; and on the south by the wall in Barrack-lane to the commencing corner.
13. Commencing at the northern gate of the Military Barracks: Bounded on the south by the Barrack-wall and a continued line to Kent-street; on the west by Kent-street to M'Arthur's boundary; on the north by that boundary to Princes-street, then by Princes-street to Charlotte-place, and by the northern side of Charlotte-place; and on the south-east by the road leading from George-street to the northern gate of the Barracks.
14. A small triangular piece of land, situated between M'Arthur's and Jenkins's allotments, on the west side of Kent-street.
15. A small triangular piece of land on the north side of Burrows's allotment, on the east side of Kent-street.
16. Commencing at the corner of Princes-street and Essex-street: Bounded on the north by Essex-street, as far as the fence in front of the Military Hospital; on the east by Fort-street, until it meets the winding road leading to the stone quarry; on the north and west by that road to the south-east corner of Matthew Bryce's allotment; on the north by the southern boundary of that allotment to the waters of Darling Harbour; on the west by those waters to the northern boundary of Bowling's allotment; on the south by that allotment, crossing the aforesaid winding road, to the back wall of the military hospital; on the west by that wall to the south-west corner of the same; on the south by that wall and a continued line to Princes-street; and on the east by that street to the commencing corner.
17. Commencing at the north-east corner of Leighton's land: Bounded on the west by that land to the winding road leading from the windmills; on the south by that road and the quarry road to Kent-street; on the east by that street to the waters of Port Jackson; and on the north by those waters to the commencing corner, excluding two small allotments on the west side of Kent-street.
18. A piece of land situated at the north end of Princes-street: Bounded on the north by Campbell's allotment; on the west by the reserve described as No. 16 above; on the south by a line (175) one hundred and seventy-five links to Princes-street; and on the east by that street (210) two hundred and ten links.

19. Commencing at the north-west corner of Cunnyngham's allotment, on the east side of the continuation of George-street: Bounded on the south by that allotment to the waters of Sydney Cove; on the east, and north, and west by the waters of that Cove and Port Jackson, to the northern boundary of Jones and Walker's allotment; and on the south and west by that allotment and the continuation of George-street, leading from the slaughter-house, to the commencing corner.
20. All the land in front of the buildings on (4) four allotments on the west side of Cumberland-street; extending south from the premises formerly occupied by the late Mr. Panton, about (450) four hundred and fifty links, and being an encroachment on the street.
21. All the land in front of the buildings on (4) four allotments on the west side of Cumberland-street; extending north from Frazer's-lane, about (250) two hundred and fifty links, and being an encroachment on the street.
22. All the land in front of the buildings on (7) seven allotments on the west side of Cumberland-street; extending north from Charlotte-place, about (520) five hundred and twenty links, and being an encroachment on the street.
23. The site of the present watch-house, No. 2, on the east side of Cumberland-street.
24. All the land in front of the line of buildings on (3) three allotments on the east side of Cumberland-street, extending north from Frazer's lane, about (185) one hundred and eighty-five links, and being an encroachment on the street.
25. The allotment bounded on the west by Cumberland-street; on the north by Argyle-street; and on the east by Gloucester-street, about (130) one hundred and thirty links.
26. All the land in front of the buildings on (4) four allotments on the west side of Gloucester-street, extending north from Frazer's-lane about (320) three hundred and twenty links, and being an encroachment on the street.
27. All the land in front of the buildings on (3) three allotments on the west side of Gloucester-street, extending south from Frazer's-lane about (350) three hundred and fifty links, and being an encroachment on the street.
28. The (2) two allotments on the north side of Essex-street, extending from Cumberland-street to Gloucester-street, or so much thereof as is an encroachment on the street.
29. The (2) two allotments on the north side of Essex-street, extending from Gloucester-street to Harrington-street, or so much thereof as is an encroachment on the street.
30. All the land in front of the line of buildings on (4) four allotments on the west side of Harrington-street, extending south from Frazer's-lane about (250) two hundred and fifty links, and being an encroachment on the street.
31. A small piece of land at the back of Davis's allotment, on the east side of the south end of Harrington-street.
32. The (2) two allotments on the east of Harrington-street, extending south from the Wharf lane about (200) two hundred links.
33. The site of the present watch-house, No. 1, on the east side of Harrington-street.
34. Commencing at the corner of Argyle-street and George-street: Bounded on the north by Argyle-street to the allotment at present occupied by Ryan; on the west by that allotment to its south-east corner; on the south by a line from thence to George-street; and on the east by George-street to the commencing corner.
35. Commencing at the south-west corner of Campbell's allotment: Bounded on the north by the southern boundary of that allotment to the waters of Sydney Cove; on the east by those waters to Nicholl's allotment; on the south by that allotment to George-street; and on the west by that street to the commencing corner.
36. Commencing at the north-east corner of the Gaol wall: Bounded on the east by George-street to Essex-street; on the south by Essex-street to Harrington-street; on the west by Harrington-street to the premises of the late Mr. Jenkins; and on the north by the southern boundary of those premises to the commencing corner.
37. Commencing at the corner of George-street and Charlotte-place; bounded on the south by Charlotte-place to the premises of the late Mr. Howe; on the west and north by those premises to George-street; and on the east by George-street to the commencing corner.
38. Commencing at the corner of George-street and Bridge-street; bounded on the north and east by Bridge-street, Macquarie-place, and Tank-street, to Hunter-street; on the south by Hunter-street to the eastern boundary of Richard Cheer's allotment; on the west by that boundary, and a continued line to the south-east corner of the lumber-yard; and on the south and west by the boundary of that establishment, and George-street, to the commencing corner.
39. Commencing at the north-west corner of Mrs. Reiby's buildings in George-street; bounded on the south by the northern boundary of those buildings to the water-course which supplies the tanks; on the east by that water-course to the premises occupied as the "Wellington Inn"; on the north by those premises to George-street; and on the west by that street to the commencing corner.
40. A small allotment at the south-east corner of Bligh-street, and on the north side of Hunter-street, at present occupied by two or three small cottages.
41. The vacant allotment situated at the corner of Bent-street and Macquarie-street.
42. Commencing at the corner of Macquarie-street and East King-street; bounded on the east by Macquarie-street; on the north and west by a stone wall; and on the south by East King-street to the commencing corner.
43. Commencing at the corner of Elizabeth-street and Liverpool-street; bounded on the south by Liverpool-street to the western boundary of the Woolloomooloo Estate; on the east by that boundary to Woolloomooloo Bay, and the waters of that bay to its western headland in the Harbour of Port Jackson; on the north by the waters of Port Jackson, Farm Cove, and the east side of Sydney Cove, to the north-west corner of Mrs. Reiby's allotment; on the south by the northern boundary of that allotment to Macquarie-place; on the west by Macquarie-place, Bent-street, and Macquarie-street, to East King-street; on the north by East King-street to Elizabeth-street; and on the west by Elizabeth-street to the commencing corner, but excluding the two allotments between the walls of the Civil Hospital and the School of Industry.

By His Excellency's Command,

ALEXANDER M'LEAY.

No. 2.

(Ms. 2,311-74.)

RESERVES—TOWN OF SYDNEY.

Reserves—How disposed of.

No. of Reserve in
Schedule of Govern-
ment Order, 8th
June, 1829. No. 30.

- No. 1. Reserve referred to has been since dedicated for Haymarket and Belmore Market purposes, in all 3 acres 1 rood 25½ perches; Roman Catholic Church purposes, Campbell and Elizabeth streets, 1 acre 35 perches; 10½ perches, dedicated for Wesleyan School, Hay and Parker streets; 11½ perches, Presbyterian Manse, Hay and Pitt streets; 43 perches, Wesleyan Chapel and dwelling, Pitt and Parker streets; 4 perches, Fire-engine house, Pitt-street, near Hay-street; 1 rood for Mechanics' School of Arts, George-street south; 36 perches for Grammar School, Gipps-street; addition to school, 1 rood 19½ perches, Pitt-street; 30½ perches, site for St. Lawrence's School, Pitt-street; for Christ Church and Parsonage, 1 acre 1 rood 32½ perches; for Watch-house, 32 perches; Presbyterian Church and School, Pitt and Hay streets, 1 rood 19½ perches; Benevolent Asylum, Pitt and Devonshire streets, 3 acres 1 rood 15 perches; Benevolent Asylum, Botany Road, 2 acres 2 roods 26 perches; Wesleyan Chapel, Botany Road, 1 rood 3½ perches; St. Paul's Church, School, and Parsonage, 2 acres. Cleveland-street—Wesleyan Manse, Cleveland-street, 1 rood; National School, Cleveland-street, 2 roods 5 perches; Railway purposes, 24 acres 2 roods 9 perches, Cleveland-street; Cleveland Paddock Reserve, 18 acres 3 roods; Burial grounds, 11 acres 3 roods 11½ perches, Devonshire-street; House of The Good Shepherd, 3 roods 5 perches, Devonshire-street; Belmore Park, 10 acres; Police purposes, 4½ acres. Part of Reserve referred to subdivided into allotments and sold. Allotments 1 to 32, fronting George-street south, between George and Parker streets, sold to T. Daly, E. Raper, P. Maguire, T. Maguire, J. Chard, W. Harris, H. W. Tomkins, J. Burton, W. L. Russell, W. L. Russell and D. M'Phee, D. M'Phee, W. Hindson, J. Sharkey, W. A. B. Lea, W. Bligh and J. O'Connell, A. Hordern, E. Raper, A. W. Riley, J. F. Josephson, T. Holt, junior, T. Daley, W. B. Lea. Allotments 6, 7, 8, 9, Pitt-street, sold to V. Solomons and J. Davis; allotment 10, Pitt and Gipps streets, to J. Davis; allotment 11, Gipps-street, to G. E. S. P. Serocold; allotment 12, Gipps and Parker streets, to G. Thorne; allotments 13 to 19 inclusive, in Parker-street, sold to R. Mansfield, Secretary to Gas Light Company; allotment 1, George and Gipps streets, sold to J. Pattison; allotment 2, Gipps-street, sold to J. M'Leo; allotments 3 to 5 inclusive, George-street south, sold to Thos. Macguire, J. Armstrong, and J. F. Josephson, and allotment to Elizabeth Macguire, Pitt-street.
- No. 2. Reserve referred to, sold to J. S. Smith.
- No. 3. Reserve referred to, sold to J. N. Brown and J. Nobbs.
- No. 4. Reserve referred to, sold to C. Irvine, R. M. Robey, and E. Knox.
- No. 5. Reserve referred to, sold to W. B. Lea.
- No. 6. Reserve referred to. The existence of any Crown Land at the place described cannot be traced upon the old maps. It is likely that it forms part of either John Dickson's 15 acres 3 roods 4 perches, granted 2nd March, 1831, subsequent to date of the Colonial Secretary's order, or J. Harris's 12 acres 3 roods, granted prior to order.
- No. 7. Reserve referred to, dedicated to Baptist and Presbyterian Church and School purposes, and includes old Watch-house.
- No. 8. Reserve referred to, dedicated to market purposes and Central Police Court, &c., &c.
- No. 9. Reserve referred to. The position of this reserve depends upon that of Blaxland's lease (applied for 13th July, 1837), which is not now known, but it is believed to be allotment 1 of section 6, Phoenix Wharf. Originally reserved in accordance with the proclamation of 1829, but since granted to Wm. Shelley.
- No. 10. Reserve referred to. Allotment 2, section 58. Still occupied as a watch-house.
- No. 11. Reserve referred to. Embraced by allotments 8, 9, 10, and part of 11, section 51. Allotment 8 set apart and occupied for Savings' Bank. Allotment 9, T. D. Rowe. Allotment 10, granted to J. Raymond; and allotment 11 to B. Lloyd.
- No. 12. Reserve referred to. Original section 59; formerly the Military Barracks; now divided into six sections, and Wynyard-square dedicated for public recreation:—
 Section 1. Alienated to J. K. Heydon, E. Salamon, J. W. Bligh, M. Joseph, R. Campbell, junr., A. Moses, F. Wilson, D. Larnach and R. Campbell, S. Benjamin and O. Bloxsome, and R. Campbell.
 Section 2. Alienated to H. C. Dangar, J. Solomon, H. M. Baillie, J. Johnson, W. Russell, J. Dickson, G. Dangar, M. and L. Brodziak, S. Davis, H. Thompson and R. Miller, M. Joseph, G. Raphael, J. M'Farlane, and J. R. Harrison. 8 perches dedicated for Bible Society, and 8 perches dedicated for Roman Catholic Presbytery.
 Section 3. Alienated to E. Moses, G. Thorne, J. Raymond, J. R. Harrison, J. Atkins, and J. Croft.
 Section 4. Alienated to A. Moses, J. R. Harrison, M. Alexander, D. M. Joubert, G. Thorne, J. Marks, D. Cohen, S. Benjamin, J. Alexander, Gilchrist Alexander and Watt, L. Hordern, W. Nash, J. Davis, M. Alexander, and New South Wales Marine Assurance Company.
 Section 5. Sold to S. Levy, M. Alexander, J. Marks, P. Hart, A. Moses, J. Davis, S. Davis, S. Benjamin, S. J. Spyer, E. Moses, R. Campbell, W. J. Barnett, W. Nash, J. Solomon, R. Campbell, M. Joseph, W. M'Quade, P. Hart, W. Watson, John Reeve, and J. Williams.
 Section 6. Alienated to W. Nash, T. W. Smith, G. Thorne, J. Croft, J. R. Harrison, A. Hordern, J. E. Josephson, W. Long, Thompson and Miller, R. T. Carter, G. A. Lloyd, J. W. Bligh, J. Thacker and A. C. Daniel, J. Thacker.

No. of Reserve in
Schedule of Govern-
ment Order, 8th
June, 1829. No. 20.

Reserves—How disposed of.

- No. 13. Reserve referred to. This embraces allotments 4 and 5 of section 59, sold to W. Cummings and J. D. Lang, being the site of the Scots Church:—Section 97—alienated to F. Morrison, G. Thorne, W. J. Dwyer, R. Ware, R. Wood, A. Lloyd, W. Speer, J. R. Harrison, M. Levey, G. T. Thorne, W. L. Stamford, G. Bowley, and B. Holdsworth.
2. Allotment dedicated for Hebrew School, 25½ perches.
4. Allotment dedicated for Unitarian Church, 32¼ perches.
Allotment, 13 perches, granted to Dr. Lang.
Also, allotments 1 and 2, and part of 3, section 61, alienated to W. Bond, C. Elliott, and T. Swallow.
- No. 14. Reserve referred to, 33 perches, is allotment 14 of section 67, sold to E. Jenkins.
- No. 15. Reserve referred to. Depends upon the position of Burrowes's allotment, which appears to be allotment 4 of section 66, the land to the north of which being allotment 5 of 10 perches, granted to Samuel Pearce.
- No. 16. The Reserve referred to appears to embrace the Model School grant, section 66; the Flag-staff Reserve, section 95; also allotment 6 of section 93, granted to J. F. Hughes; allotment 5, recently dedicated as a site for Ferry and Public Landing-place; land dedicated for Roman Catholic School purposes; and allotment 4, granted to Thomas Ajars; and also allotments on the east side of Kent-street, under the Flag-staff, dedicated for Roman Catholic School; sold to J. B. C. Crane, W. Macdonald, T. Thompson, G. Walker, W. Higstrum, W. Long, H. Donohue, J. S. Finigan, W. M'Andrew, E. Flood and J. Black, R. Coulter, E. Flood, and two allotments dedicated for Watch-house and Police purposes.
- No. 17. The reserve referred to embraces allotments 12, 13, 16, 17, and 18, of section 92, at Miller's Point, alienated to W. Chapman, J. Hosking, W. Brady and F. W. Unwin, and T. W. Unwin.
- No. 18. Reserve referred to, appropriated as a site for Trinity Church Parsonage.
- No. 19. The Reserve referred to embraces section 96, formerly used for Ordnance purposes, now Dawes' Battery.
- No. 20. The Reserve referred to, Panton's land, was only occupied by him; there cannot be found any trace of such occupation on any of the old maps or documents, and as the position of the reserve depends upon that of Panton's land, which was occupied by him some time prior to 1829, no information respecting it can be given.
- Nos. 21 and 22. The Reserves referred to cannot be identified, probably granted as portion of allotment or allotments either in sections 65, 71, 73, and 88, or forms part of the street. At present the only vacant land on the west side of Cumberland-street appears to be allotment No. 4 of section 71, 5½ perches, now a Watch-house.
- No. 23. Reserve referred to, viz., the site of Watch-house No. 2, referred to in the notice of 8th of June, 1829, is now believed to be identical with allotment No. 6 of section 64, sold to Thos. Galbraith in November, 1855.
- No. 24. The Reserve referred to cannot be ascertained; probably granted as allotment or allotments in sections 64, 70, 74, 75, or 87, or forms part of the street.
- No. 25. The Reserve referred to, partially described, shows a greater extent of frontage along Argyle-street than is now shown to exist by the plan of section 75; allotment No. 1, granted to A. Goss, is therefore part of the Reserve, the remainder being most probably part of either Cumberland or Gloucester street.
- No. 26. Reserve referred to is believed to be either fronting allotments 21, 18, and 1 of section 74, and now included in those allotments, or forms part of Gloucester street.
- No. 27. The Reserve referred to is believed to form the western boundaries of allotments 1, 3, 4, 5, 7, and 8 inclusive, in section 69. As the Reserve fronted houses, it has been most likely either granted severally, as parts of the allotments it fronts referred to, or thrown into Gloucester-street.
- No. 28. Reserve referred to, most likely forms part of allotments 13 and 14, section 70, granted subsequently to date of Order, 1829, or they form part of Essex-street.
- No. 29. Reserve referred to, apparently fronts allotments 1 and 2, section 69, granted to J. J. Peacock and D. Cooper respectively, and forms part of Essex-street.
- No. 30. Reserve referred to, either forms part of allotments 1, 2, and 3, of section 81, sold to A. Martin, W. Long, C. Willis, A. Martin, and S. Davy, respectively, fronting Harrington-street, or is part of that street.
- No. 31. Reserve referred to is believed to be identical with allotment 5 of section 62, still apparently vacant Crown Land, formerly, in 1832, occupied as a school-house.
- No. 32. Reserve referred to depends upon the position of Wharf-lane, not marked on any of the old office records. It is believed to be allotment 1 and part of 2 of section 82, granted to E. Redmond and M. Charlton respectively.
- No. 33. The Reserve referred to is not shown upon any of the old plans now obtainable, but it is believed to be identical with allotment 5 of section 84, now in authorized occupation of a Sergeant of Police.
- No. 34. The Reserve referred to depending greatly upon the position of Ryan's occupation in 1829, which is not marked on any of the old maps. It is believed to be identical with allotment 12, section 84, granted to F. W. Unwin.
- No. 35. The Reserve referred to embraces allotments 1 to 7 of section 83, northerly of Argyle-street, at the Circular Quay, sold to A. H. J. Bass, A. R. Huntley, and J. Lo G. Brereton, and J. Solomon. Part of the Circular Quay, also the Mariners Church and Sailors Home, now dedicated.
- No. 36. The Reserve referred to, originally allotment 3 of section 68, formerly the old Gaol site, but since 1848 subdivided into 17 allotments, and all sold in 1853 to W. Long, excepting one allotment, sold to A. Matthews.

Reserves—How disposed of.

- No. 37. The Reserve referred to, originally allotment 4, section 62, since subdivided into four allotments, and sold to J. K. Cleve and A. Hordern, A. Douglas, J. Richards.
- No. 38. The Reserve referred to includes allotments 1 to 8 inclusive of section 46 (excepting allotment 5, granted in 1810, and not included in the reserve), alienated to S. Nash, R. Sullivan, W. M'Donald, J. B. Montefiore, S. Lyons, T. James, J. T. Hughes, W. Wolfen.
- No. 39. The Reserve referred to embraces allotment 6 section 37, now occupied as site for Post Office.
- No. 40. Reserve referred to includes allotments 17 and 18, section 43, formerly site of old Watch-house, part of which reserve now appears to form part of Bligh-street at Hunter-street. Allotment 17 aforesaid is encroached upon by the owner of allotment 3, formerly granted to J. M'Henry.
- No. 41. The Reserve referred to, shown to have been vacant in 1825, appear to be allotment 2 section 42, since granted to W. Hutchinson.
- No. 42. The Reserve referred to, identical with allotment 1 of section 41, of original area of 1 rood 21½ perches, part of which, 24 perches, is appropriated for parsonage of St. James', and the remainder occupied by Crown Law Offices.
- No. 43. Reserve referred to included land formerly known as the Convict garden, and since alienated to Thos. Smith, Thos. Burdekin, J. Blackman, Chief Justice Forbes; land permanently dedicated to Sydney College, Museum, Public School, Hyde Park; permanently reserved land between Woolloomooloo and William streets and College-street, forming part of Hyde Park, and the Woolloomooloo Estate, Roman Catholic Church and School Sites, the Outer Domain, Colonial Architect's Offices, Volunteer Offices, Destitute Asylum for Women, District Court Office, the Mint, Hospital Infirmary, the Legislative Chambers (exclusively of allotments granted to J. Buckley and J. M. O'Connell, which were specially excluded in the description of the reserve), land formerly in occupation by the School of Industry, now Crown land. The Inner Domain, Botanic Gardens, section 106, comprising thirty-eight allotments, since alienated to G. Clark, E. Battye, A. and M. Moses, O. Bloxsome, J. Walker, J. R. Young, W. Long, D. P. M'Ewen, J. B. Watt, J. and P. Talbot, J. Gilchrist, J. B. Watt and R. B. Dixon, G. Talbot, E. Flood, J. T. Neale, J. B. Darvall, C. Smith, J. Hay. Section 100 of four allotments, since alienated to W. Perry, F. Mitchell, W. G. Moore. Section 101, since alienated to S. Wentworth and H. Hill. Section 100a, sold to S. Wentworth and H. Hill; allotment 12 section 47, sold to S. Wentworth and H. Hill. Section 102 alienated to S. Wentworth, H. Hill, A. Campbell, A. Hordern, and J. Gilchrist. The reserve between Castlereagh-street, Bridge-street, and Macquarie-place, lately dedicated for recreation. Section 103, allotment 1 to 22 inclusive, sold to J. B. Holden and D. Larnach, T. Kite, W. Long, T. Woolley, T. Holt, and dedicated to Custom House. Section 104 of thirty-one allotments, all sold to B. C. Rodd, J. H. Atkinson, C. P. Sandon and F. L. Edwards, J. Marks, A. C. Cohen, H. Esther, J. Binney, S. H. Harris, G. Thorne, R. Campbell, J. M. C. O'Connell, A. Chisholm, R. Campbell, tertius, V. Solomon. Section 105, occupied by Treasury Offices and Watch-house, and Fire Engine Station; the remainder of the section is reserved for public building. Section 107, sold in allotments to G. Thorn, R. A. A. Morehead and M. Young, J. Fairfax, J. Plunket, R. J. Want, J. Raymond, J. Brush and M. M'Donald, Colonel Barney, R. Rossbottom, R. Johnston, J. Burne, S. S. Thompson, S. Butts, J. Thompson, C. Kemp and W. Walker, and includes the allotments occupied by the Free Public Library, Government Printing Office, land granted for Town Hall 1a. 3r. 39p., allotment occupied by Colonial Secretary's Office, triangular piece of land in Bent-street dedicated for recreation, and land occupied by the Lands Department.

No. 3.

No such Proclamation issued.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RESERVES FOR TRAVELLING STOCK.
(CORRESPONDENCE AND CIRCULARS.)

Ordered by the Legislative Assembly to be printed, 16 April, 1875.

CORRESPONDENCE respecting Circulars issued to the different Inspectors of Stock throughout the Colony, in regard to the Droving Roads and Reserves for feeding, watering, and camping travelling Stock.

SCHEDULE.

NO.	PAGE.
1. Circular from the Officer-in-charge of the Occupation of Lands, to the different Inspectors of Stock, in regard to the droving Roads and reserves for feeding, watering, and camping travelling Stock. 28 August, 1874	2
2. Memorandum from Chief Inspector of Stock to Officer-in-charge of the Occupation of Lands, suggesting that a circular be sent to the Inspectors of Stock, along with those portions of the maps of the Colony and the Counties which they require to enable them to mark the portions and directions of the roads and reserves. 21 October, 1874	2
3. Same from Officer-in-charge of the Occupation of Lands, in reply—with minute thereon. 21 October, 1874	2
4. Same from Chief Inspector of Stock on the subject—with minute thereon. 5 November, 1874	2
5. Circular from the Chief Inspector of Stock to the different Inspectors of Stock, in accordance with No. 2. November, 1874.....	3

RESERVES FOR TRAVELLING STOCK.

No. 1.

THE OFFICER-IN-CHARGE, OCCUPATION OF LANDS, TO THE INSPECTORS OF STOCK.

(Circular.)

Occupation of Lands,
Sydney, 28 August, 1874.

SIR,

It has been represented to the Government that difficulties are experienced in bringing stock to market, in consequence of the water reserves on the travelling stock routes being in some places fenced or partly fenced by the pastoral tenants or others.

I am also advised that in some localities gates of only some 10 feet wide are left, so that persons travelling stock are detained for hours getting them through; and further, that some of the main routes are entirely closed, thus obliging stock to be taken many miles round.

I have now the honor to request that I may be favoured with a report as to any such obstructions on the travelling stock roads in your district.

I have, &c.,
A. O. PREVIOUS,
Officer-in-charge.

No. 2.

MEMORANDUM FROM THE CHIEF INSPECTOR OF STOCK TO THE OFFICER-IN-CHARGE, OCCUPATION OF LANDS.

As it would appear from the reports which have been received from the Inspectors who have already replied to your Circular of the 28th August, in regard to the state of the droving roads in their districts, that the information which they are likely to supply will be too vague and general to be of much value, and as information is also urgently required by the Surveyor General with respect to the necessary travelling stock reserves on these roads,—I would suggest that some such circular as the accompanying, which goes fully into these subjects, and puts the questions with respect to them categorically, should be sent to the Inspectors along with those portions of the maps of the Colony and the Counties which they require to enable them to mark the portions and directions of the roads and reserves to which they refer in their reports.

2. If you approve of this course you will perhaps be so good as to submit this circular, after you have revised it, for the approval of the Minister for Lands; and in doing so the question which we discussed, as to whether Inspectors should not be authorized to impound all but *bonâ fide* travelling stock found on the reserve set apart for their use, might at the same time be brought up for his decision.

A.B., 21/10/74.

No. 3.

MEMORANDUM FROM THE OFFICER-IN-CHARGE, OCCUPATION OF LANDS, TO THE SECRETARY FOR LANDS.

SUBMITTED. I think it would be advisable to issue a circular, as proposed by the Chief Inspector. I see no objection to the Inspectors being instructed to impound all but *bonâ fide* travelling stock.

A.O.P., 21 October, 1874.

Appd.—J.S.F., 2/11/74. The Chief Inspector of Stock,—E.O.D., B.C., 2 November, /74.

No. 4.

MEMORANDUM FROM THE CHIEF INSPECTOR OF STOCK TO THE UNDER SECRETARY FOR LANDS.

[Urgent.]

PERHAPS it would be advisable, before actually instructing Inspectors to impound all stock which are not *bonâ fide* travelling, found on reserves set apart for travelling stock, to obtain the opinion of the Crown Law Officers as to whether these instructions can be legally carried out.

A.B., 5/11/74.

I do not think there can be a doubt that the Impounding Act does not confer any power on the Crown to impound stock from the reserves herein referred to; therefore the question need not be remitted to the Crown Law Officers.

J.S.F., 6/11/74.

No. 5.

No. 5.

CIRCULAR FROM THE CHIEF INSPECTOR OF STOCK TO THE VARIOUS INSPECTORS OF STOCK.

Stock and Brands Branch, Department of Lands,
Sydney, November, 1874.

SIR,

Referring to the circulars of 28th August and 1st September last, sent to you in regard to the droving roads and reserves for feeding, watering, and camping travelling stock, you will receive herewith maps of your district as per margin, and I have now to request that you will personally examine the different droving roads and tracks throughout their entire length in your district, and the reserves on these roads, and report to me, on or before the 1st February, 1875, as explicitly and concisely as you can, on the following subjects:—

I.—DROVING ROADS AND TRACKS.

1. Say what roads or tracks are used in your district for travelling stock?
2. Where there are roads or tracks on both sides of the same river or creek, state particularly to which the preference should be given; and if different sides are preferable in different seasons, say so?
3. Give an estimate of the number of cattle and sheep which in ordinary seasons annually travel on each of these roads or tracks?
4. What do you consider a sufficient width for droving roads or tracks? Are those in your district right in this respect? If not, say which are not?
5. Are any of these roads through being metalled, or by reason of the large general traffic, or otherwise, rendered unfit for travelling stock traffic? If so, state which?
6. If any of them are unfit for stock traffic, say whether it is possible to make new stock roads in place of those which are unfit, and divert the traffic to the new roads?
7. Can the droving roads or tracks in your district be made more direct, or turned through better country for feed or water? If so, state how and in what direction, and show the direction by marking it in red dotted lines on the maps?
8. Are any new droving roads or tracks required in your district? If so, say in what directions, and mark them in red dotted lines on the maps?
9. Are there any portions of the roads or tracks in your district obstructed by fencing or otherwise? If so, state the nature of the obstructions and how they should be removed?

II.—PUBLIC GATES.

10. What ought to be the size and description of public gates on droving roads and tracks?
11. Are there any gates on the roads in your district? If so, report as to their number, size, description, fitness, and position, marking same on maps?

III.—CROSSING PLACES.

12. Say whether any of the crossing places at the rivers or gaps, or sidings on gullies or mountains, can be improved; and if so, at what expense? And state where, at one or both sides of any of the important crossing places, reserves are necessary for improving the approaches to these crossings, and mark them on the maps?

IV.—RESERVES FOR GRASS AND WATER.

13. Are there sufficient reserves for feeding and watering travelling stock in your district, especially in the neighbourhood of towns and crossing-places?
14. If not, state what additional reserves are required, and their extent in each case, and mark their position on the maps?
15. Have travelling stock passing through or along Crown Lands in your district in every case free access to, and through the half mile in width to which they are entitled; and also to all reserves that may have been notified for feeding and watering travelling stock? If not, how are they obstructed, and how is the obstruction to be removed?
16. Are the reserves set apart for travelling stock trespassed upon by other stock? If so, say by whom, and how these reserves should be protected for the use of travelling stock?

V.—DAMS, TANKS, AND WELLS ON DROVING ROADS.

17. Are any dams, tanks, or wells required to be made on any roads or tracks in your district? If so describe and mark their position on the map and state probable cost?

2. You will also be so good as to give any other information with respect to roads and tracks for travelling stock, and reserves, and watering, and camping places, of which you think the Government should be in possession.

3. Besides supplying the foregoing particulars with respect to your own district, I have further to request that you will send me similar information, so far as you may have acquired it from your own local knowledge, or from drovers and others, in regard to the roads, tracks, and reserves in other parts of the Colony.

4. With the view again of making your report as explicit and concise as possible, and saving correspondence, you will be so good as to indicate by marking on the maps I now send you, or by diagrams on your report with a mark directing to the maps, the position of the obstructions, reserves, or portions of the roads or tracks to which you refer in your report, as well as of the new tracks, reserves, wells, or tanks which you recommend. In marking these maps you will allow the roads and tracks marked on the maps not used as droving roads to stand as they are. Where they are so used you will run a red line along the black; and where you propose a new road or track you will mark it by a red dotted line; and you will in the same way mark reserves already made and not in use, in black—those in use in both black and red—and those which you would propose, by a red dotted line. When the information which you supply is collated by the Surveyor General, these maps will be again returned to you for future use.

5. I have, in conclusion, to remind you that it is of the utmost of importance not only to stockowners, but to the whole Colony, that every possible convenience should be afforded fat stock while travelling to market; and to inform you that it will in a great measure depend upon the manner in which you carry out these instructions as to whether or not the droving roads, reserves, and watering places in your district are placed under your supervision.

I have the honor to be,

Sir,

Your most obedient servant,

ALEX. BRUCE,

Chief Inspector of Stock.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RESERVE ON BYRON RUN.
(CANCELLATION OF.)

Ordered by the Legislative Assembly to be printed, 6 July, 1875.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 11th May, 1875, That there be laid on the Table of this House,—

“Copies of all Correspondence, Reports, Letters, Telegrams, Papers, and
“Minutes, relating to the Cancellation of Reserve No. 123, Byron Run,
“New England District.”

(Mr. Dibbs.)

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RESERVE ON BYRON RUN.

No. 1.

THE DISTRICT SURVEYOR, NEW ENGLAND, TO THE SURVEYOR GENERAL.

(73-1624 Ms.)

District Survey Office,
Armidale, 25 March, 1873.

SIR,

Mr. Colin Ross, by letter enclosed, calls attention to the desirability of having water reserve No. 123, at Byron, revoked and thrown open to public competition.

The reserve in question embraces a fine open plain of beautiful arable land, which would be eagerly sought after and purchased if cancelled. As all the land round the reserve has been alienated, and the necessity of so large a reserve does not now exist, no public injury will be done by the subdivision into farms of 200 to 300 acres each, having the usual available roads of access to the river for the passage of stock to water. I therefore beg to recommend subdivision and cancellation of the reserve.

I have, &c.,
W. A. B. GREAVES.

[Enclosure referred to in No. 1.]

Mr. C. Ross to The Licensed Surveyor, Inverell.

(73-1624 Ms.)

Inverell, 6 January, 1873.

Sir,

I would beg to call your attention to the desirability of having water reserve 123 (notified 5th July, /67) on the Byron Run revoked, for the following reasons:—

Its proximity to this township, and the great desire of parties to purchase and settle thereon.

As doubtless you are aware, I am an old resident here, and having assiduously observed the progress of this district, solely through the alienation of public lands in 1861, have a knowledge of the wants of the district, and what would be a vast benefit.

I would therefore most respectfully request that, in your official capacity, you would recommend the revocation of the above-named water reserve, and that it be brought under alienation as early as possible.

I have, &c.,
C. ROSS.

W. A. B. Greaves, Esq., District Surveyor, for his report, &c.

W. H. READERT, L.-S., 20th Feb., /73.

Mr. D.-S. Greaves is requested to have the reserve subdivided in portions of from 40 to 80 acres.

R. D. FITZGERALD, for Surveyor General, 5th April, /73.
No. 73-246.

No. 2.

MR. G. WOOD TO THE MINISTER FOR LANDS.

(73-5653 Ms.)

Inverell, 30 September, 1873.

SIR,

On behalf of myself, Thomas Kirk, John Ganty, John Osborne, John Korner, Henry England, James Gleeson, William Woods, and others, freeholders, near and adjoining water reserve No. 123, situated on the north boundary of the Inverell population reserve, we wish to draw your attention to the fact that the lessees of the Byron Run are at present building houses and sheds on the said reserve, I suppose with the intention of purchasing by pre-emptive right. You will see at a glance that the lessees have no leased land near this reserve except across the M'Intyre River, and consequently are not entitled to the reserve; whereas, we the above have to cross the said reserve for water for our horses and stock, and we wish that the said reserve would be converted into a permanent reserve for water supply, reserved from lease (at any rate, a portion of it), and the remainder surveyed in blocks, and put up to auction or thrown open to free selection, leaving a wide road for access to the river on that side.

On behalf of myself and the above,—

I remain, &c.,
G. WOOD.

Referred for the early report of Mr. Surveyor H. V. Evans.—R. D. FITZGERALD, for Sur. Gl.
B.C., 28 Oct., /73. S. G. Office, No. 208.

No. 3.

No. 3.

THE MUNICIPAL COUNCIL CLERK, INVERELL, to THE MINISTER FOR LANDS.
(73-6482 Ms.)

Council Chambers, Inverell,
3 November, 1873.

SIR,

I am instructed by the Municipal Council of Inverell to forward you a copy of a petition received by them relative to the reservation of a permanent common on the north and west side of Inverell.

I am instructed to state that the statements contained in the petition are correct, and to request that you will be pleased to give the matter your serious consideration.

I have, &c.,
HENRY PLUMLEY,
Council Clerk.

[Enclosure referred to in No. 3.]

(73-6482 Ms.)

Inverell, 4 October, 1873.

Wm. Armstrong, Esq., to The Mayor of Inverell.

Sir,

At the request of the farmers and others resident on the west and north side of Inverell, I beg to bring under your attention the necessity for the reservation of a permanent common on that side of the township.

Nearly the whole of the land on the north and west within the population boundary is not alienated; outside that boundary, on the north and west, the selections extend over the greater part of the Table-top range, and there is no supply of water suitable for a common.

At the present time, use to some extent is made of the water reserve No. 123, situate on the north population boundary, but it is rumoured that the lessee is about fencing the run of which this is part, in which case the people on this side of the town would have no turn-out whatever, and the continued enclosures would prevent their stock having any access to water excepting on the roads.

Trusting this matter will receive your earnest attention,—

I have, &c.,
WM. ARMSTRONG.

The reserve alluded to was notified on the 5th July, 1867, and contains about 900 acres.

[Survey Department Memo. in No. 3.]

812 acres have been permanently dedicated for commonage, Inverell, and 14,153 acres for temporary commonage, being the unalienated Crown Lands within the population reserve of Inverell. Household-ers and freeholders within the population reserve boundaries have the use of the commons.

The enclosed petition is on behalf of settlers or small farmers for commonage; but commonage, more on the ground of preserving water supply and reserve 123, New England, Byron Run, at present reserved from sale under section 4 of the Crown Lands Alienation Act, appears to be the desire to have made a public reserve. Probably the application should be referred for District Surveyor Greaves' report.—P.F.A.

No. 4.

(73-6441 Ms.)

SURVEYOR H. V. EVANS to THE SURVEYOR GENERAL.

(No. 94.)

Inverell, 6 November, 1873.

SIR,

In accordance with your B.C. letter of 28th October, 1873, No. 208, requesting my report on Mr. Wood's letter respecting reserve No. 123, New England, adjoining the north boundary of the Inverell population boundary reserve, I have the honor to report to you that I have inspected the reserve, and saw on it (*vide tracing**) house No. 1, worth not less than £200, and kitchen in course of preparation; house No. 2, covered with galvanized iron, worth between £40 and £100; and house No. 3, worth about £90. ^{A. * See Appendix} There is also a paddock fence, which is worth 7s. 6d. per rod, less 25 per cent., which would make it 5s. 8d. per rod. All these improvements, except house No. 1, appear to have been there more than two years. No. 1 has only been just finished. All these improvements are in the possession of the lessees of the Byron Run, Messrs. Frazer and Anderson, who lease this reserve as part of the run.

As it appears to be the wish of a number of persons living in the neighbourhood to be possessed of some of this land, I would respectfully recommend that it be measured, in suitable areas, leaving a strip of about 10 chains wide, from the crossing-place south, as a reserve for access to water, which would be ample.

At present the persons living in the neighbourhood have as much or more use of the grass on it than the lessees, as they (the lessees) do not impound any stock from it.

The measured farms, edged red, belong now to Messrs. Frazer and Anderson, who do not require access to water on the north.

Should you think it advisable to have this land sold, would you, when issuing the instructions, direct how much (if any) Messrs. Frazer and Anderson, the lessees, are entitled to in virtue of their improvements.

I may add that, under the 8th clause of the Crown Lands Alienation Act of 1861, I think they are entitled to portions from 40 acres to 320 acres, according to the value of the improvements, and the remainder brought to auction.

This land should not be thrown open to conditional purchase, as there would be rush for it, and entail a good deal of trouble to the department, until after it has been passed at auction.

I herewith return instructions, No. 73/246 of April 5, for cancellation.

I have, &c.,
HENRY V. EVANS,
Surveyor.

It

It would appear that a representation has been made respecting this reserve, which has been forwarded to Mr. District Surveyor Greaves—73/6,482 Ms.

Submitted whether this should follow, that Mr. Greaves may be aware of Mr. Evans' recommendation, or be retained till Mr. Greaves' report is received.—24 November.

Forwarded to Mr. D.-S. Greaves in connection with former instructions.—R. D. FITZGERALD, for Surveyor General, 26 November, /73.

No. 5.

THE DISTRICT SURVEYOR, NEW ENGLAND, to THE SURVEYOR GENERAL.

(73-6482, 73-7296 Ms.)

(73-175.)

SIR,

District Survey Office,
Armidale, 4 December, 1873.

I have the honor to report on the application of the Municipal Council of Inverell for a permanent common, forwarded to me by your B.C. letter of ——— 73/973.

2nd. There have been reserved for commonage at Inverell 812 acres, and about 14,000 acres of temporary common land.

3rd. The land the subject of this letter is too far from the town to be available for it for common (unless a new principle be introduced, and commons granted to small farming communities in the suburbs of towns). It is unavailable as embracing valuable improvements, the property of the lessees of the Byron Run, some of which have been familiar to me prior to the creation of the reserve—say ten years.

4th. As a water reserve the object for which it was made has been defeated by the sale, conditional and otherwise, of the land at the back of it, and it is no longer required for the lessees' sheep, and recommendation was made, by my letter of the 25th March, 73/72, that it be revoked and thrown open to public competition, and I here repeat that recommendation.

5th. Some time ago the desire was that this reserve should be cancelled and thrown open to competition, and while this correspondence has been going on the lessee has so added to his improvements that little chance is left of the selector getting a slice, that nothing short of a permanent reserve will now meet the views of the townspeople of Inverell some three miles away.

I have, &c.,

W. A. B. GREAVES,
District Surveyor.

Both Mr. Greaves and Mr. Evans recommend the subdivision and sale of this reserved area, and that appears to be the most desirable course. It is recommended accordingly.—J.S.A., for Surveyor General, 23 December.

Appd.—J.S.F., 31/12/73.

No. 6.

THE UNDER SECRETARY FOR LANDS to THE COUNCIL CLERK, INVERELL.

(73-7296 Ms.)

SIR,

Department of Lands,
Sydney, 31 January, 1874.

Referring to your letter of the 3rd November last, enclosing a copy of a petition of certain residents of Inverell, for the concession of reserve No. 123, Byron Run, New England, with a permanent common for the use of the residents on the north and west sides of Inverell,—I am directed to inform you that, as it is intended to subdivide and alienate the reserve in question, the prayer of the petition cannot be complied with.

I have, &c.,

W. W. STEPHEN.

No. 7.

THE UNDER SECRETARY FOR LANDS to MR. G. WOOD.

(73-7,296 Ms.)

SIR,

Department of Lands,
Sydney, 31 January, 1874.

Referring to your letter of the 30th September last, on behalf of certain persons, respecting reserve No. 123, Byron Run, New England, I am directed to inform you that, under a recommendation received from the Surveyor General, it has been decided to subdivide and alienate the reserve in question.

I have, &c.,

W. W. STEPHEN.

No. 8.

SURVEYOR H. V. EVANS to THE SURVEYOR GENERAL.

(74-7,234 Ms.)

(No. 72.)

SIR,

Inverell, 22 September, 1874.

In compliance with your B.C. instructions, No. 186, of 19th February, 1874, directing the subdivision of reserve No. 123, Byron Run, in the parish of Inverell, county of Gough, I have the honor to transmit a plan* showing the subdivision of the reserve, and leaving a space, as recommended by my former letter, No. 94, of 6th November, 1873, of 10 chains wide for access to water, which is ample for that purpose.

I took the meridian of this work from the N.E. corner of No. 320 to the S.E. corner of No. 231.

The

*See Appendix B.

The road marked in a south-easterly direction is one in general use, and I have marked some of the portions at right angles to it, and have surveyed this road to the crossing of the McIntyre River to Inverell, through Nos. 203, 202, and 196, plan of which I transmit with a separate letter.

The lessees of Byron Run have effected improvements on some of the portions, which improvements I value as under:—

- No. 341. 70 acres 3 roods,—Shed, worth about £90. The crossing-place of the river on this portion on 23rd traverse line is a very good one. I would have reserved a road at this place, but no road is reserved through the measured land at the opposite side, or through Nos. 197, 198, and 199. This crossing is much better than the one at the N.W. corner, which is on the proclaimed road from Inverell to Bukkullah. The track shown between Nos. 23 and 24 is sometimes used instead of the proclaimed road, but I have not reserved it, as it is not reserved through the portions at either crossing-place.
- No. 342. 55 acres. The improvements are a house with galvanized iron roof, worth £50, and shed, £10.
- No. 343. 37 acres 2 roods. No improvements.
- No. 344. 38 acres 2 roods. No improvements.
- No. 345. 56 acres. The improvement is 50 chains of fencing, at £1 2s. 8d. per chain, £56 13s. 4d.
- No. 346. 172 acres. Improvements are—iron house, £150, and 43 chains of fencing, at £1 2s. 8d. per chain, £48 14s. 8d.; total value, £198 14s. 8d.
- No. 347. 77 acres 3 roods 28 perches. No improvements.
- No. 348. 55 acres 1 rood. No improvements.
- No. 349. 291 acres. Improvements are—weather-boarded house, £220; kitchen, £100; and sheds, £20; total value, £340.

I have, &c.,
HENRY V. EVANS,
Surveyor.

No. 9.

(74-1484, R.S.B.) SURVEYOR H. V. EVANS TO THE SURVEYOR GENERAL.

(No. 73.)

Inverell, 22 September, 1874.

Sir,

I have the honor to transmit a plan* and book of reference of a part of the road from Inverell to Byron, county of Gough, proposed to be opened as a parish road, under Act of Council 4th Wm. IV, No. 11.

When I was surveying reserve 123, at Byron, I found that the road used from Inverell to Byron went through Nos. 196, 202, and 203, parish of Inverell, on sufferance only. I have therefore marked the road for proclamation.

I have, &c.,
HENRY V. EVANS,
Surveyor.

Book of Reference referred to.

No.	Portion of Road.	Reputed Owner.	Occupier.	Character of Land.	Bearings.	Length in Chains.	Enclosures.	Breadth of Road.	Area.
1	From a point on the northern boundary of No. 203, parish of Inverell, to a point on the S.E. boundary of No. 202.	Messrs. Frazer and Anderson	.....	Good grazing.	S. 34° E. ... S. 47° 30' E.	20·97 6·50	None	150 links	a. r. p. 4 0 2
2	From the last-mentioned boundary to a point on the N.W. boundary of No. 196, parish of Inverell.	The Crown ...	.....	do. ...	S. 47° 30' E.	27·47 1·00	None	do.	0 0 24
3	From the last-mentioned boundary to the Macintyre River.	Messrs. Frazer and Anderson	.....	do. ...	S. 47° 30' E.	29·57	None	do.	4 1 22

22 September, 1874. (No. 73.)

HENRY V. EVANS,
Surveyor.

No. 10.

TELEGRAM FROM THE HON. R. P. ABBOTT TO THE HON. J. S. FARNELL.

Inverell, 10 December, 1874.

WATER reserve 123, Inverell, is that I spoke to you about on Friday, and which, on your authority, I have promised as permanent reserve; it is an absolute necessity for the town as camping ground at one of the principal entrances, and affords means of access to river for farmers of purchased land. Frazer has been manipulating reserves with movable tin houses, &c., so as to entitle him to purchase in right of improvements; he must be blocked. Telegraph immediately if all right. I address free and independents to-morrow night, must have reply before, or otherwise will absolutely promise as you told me. Send me news of yourself. Wish you luck.

Will Mr. Stephen please to reply that permanent reserve will be made. State also briefly decision in reference to movable houses.—J.S.F., 17/12/74.

No. 11.

No. 11.

TELEGRAM from THE HON. J. S. FARNELL to THE HON. R. P. ABBOTT.

17 December, 1874.

WATER reserve No. 123 will be made permanent. Movable tin houses will not be considered as improvements such as will entitle the lessee to purchase in virtue thereof. They must be of a permanent character and fixed to the soil.

No. 12.

THE HON. R. P. ABBOTT to THE MINISTER FOR LANDS.

(75-471 Ms.)

Sydney, 22 January, 1875.

DEAR FARNELL,

I have just received information that the holder of Byron Run is improving reserve 123, by erecting buildings, fences, &c., thereon, under the idea that he will thereby obtain a prior right to purchase it, and as I know you have determined to declare it a permanent reserve, I think it right to suggest that it might be as well to inform him that such improvements will give him no prior right to the land, and that steps have already been taken towards making the reserve permanent.

Yours, &c.,
R. P. ABBOTT.

I decided some months since to make reserve 123 a permanent reserve, and an abstract of dedication will be laid on the Table of the House on the meeting of Parliament. Caution Mr. Frazer not to make improvements, and that improvements will not give him any right of purchase.—J.S.F., 22/1/75.

No. 13.

THE UNDER SECRETARY FOR LANDS to COLIN A. FRAZER, ESQ.

(75-471 Ms.)

Department of Lands,
Sydney, 23 January, 1875.

SIR,

It having been represented to the Minister for Lands that you are erecting buildings, fences, &c., on reserve No. 123 at Byron, I am directed to caution you against the erection of any improvements on that reserve, and to state that the same will not confer upon you the right to purchase any portion of it in virtue thereof, the land being in course of dedication as a *permanent reserve*.

I have, &c.,
W. W. STEPHEN.

No. 14.

ABSTRACT of Crown Lands authorized to be dedicated to Religions and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

[Laid upon the Table of the Legislative Assembly, 29th January, 1875.]

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Inverell	Gough	Reserve No. 123		Parish of Inverell, Macintyre River, Byron Run, New England District.	About 960 a.	Camping and Access to Water	Ms 75- 471	.....
Demondrille	Harlen	portion 63		Parish of Demondrille	2 0 0	Public School Site	71-5159	p 221-1978
Quirindi	Buckland	19	18	Town of Quirindi	6 1 30	Presbyterian Manse	71- 437	q 8-1613
Rockley	Georgiana	3	5	Village of Rockley	6 2 0	Church of England Parsonage	71-5511	c 21-1981
Do	do	1 & 2	5	do	1 0 0	Church of England Church		
Quirindi	Buckland	1 & 20	18	Town of Quirindi	1 0 0	Presbyterian Church	74- 437	q 8-1613
Yarranalong, Wyong Creeks	Northumberland	portion 15		Parish of Eglinton, Brisbane Water	2 0 0	Public School Site	74-6543	p 251-1978
Chambers Creek	Bathurst	10 & 11	5	Parish of Coleridge, at Chambers Creek	0 2 0	do	71- 69	p 215-1978
West Kempsey	Durley			Parish of Yarravel	0 1 74	Primitive Methodist Church	74-4771	c 431-1584
Murrumbidgee	Monteagle	11 & 12	25	Village of Murrumbidgee	1 0 0	Roman Catholic Church	74-367	c 407-1984
Do	do	13	25	do	0 2 0	Presbytery		
Nowra	St. Vincent			Parish of Nowra	7 2 0	General Cemetery	74-3953	c 460-1984
Coppershill	Westmoreland	portion 270		Parish of Jocelyn, Wiseman's Creek	2 0 0	Public School	74- 24	p 213-1978
Greta	Northumberland	3	7	Parish of Brauxton, Village of Greta	0 2 0	Church of England Parsonage	71-5-81	c 429-1984
Do	do	2	7	do	1 0 0	Church of England Church		
Coldstream	Clarence	7 & 8	1	Parish of Ulmarra, Village of Coldstream	1 0 0	" "	74-5851	c 395-1984
Do	do	6	1	do	0 2 0	Parsonage		
Sauvanez Ponds	Sandon	portion 170 a		Parish of Butler	2 0 0	Public School Site	71-5159	p 220-1978
Moama	Cadell	3	35	Parish and Town of Moama	0 1 20	Church of England Church	71-4733	c 423-1984
Greta	Northumberland	1	2	Parish of Brauxton, Village of Greta	0 2 28	Wesleyan Church	74-3962	c 419-1984
Do	do	2	2	do	0 1 58	Minister's Residence		
Hill End	Wellington	portion 190		Parish of Tambaroora	66 3 0	Recreation Ground and Race-course	73-6906	w 291-2001
Coonabarabran	Gowen	1	38	Parish and Town of Coonabarabran	1 0 0	Presbyterian Church	71-2093	c 404-1984
Do	do	2	38	do	0 2 0	Manse		
Glenn Morrissou Gold Fields.	Vernon	portion 31		Parish of Cobrald	2 0 0	Public School	73- 859	p 209-1978

No. 15.

MESSRS. WILSON & RANKEN (on behalf of COLIN A. FRAZER, Esq.) to THE SECRETARY FOR LANDS.
 (75-913 Ms.) 227, George-street,
 (Ms. 75-471.) Sydney, 9 February, 1875.

SIR,

Referring to the letter by the Under Secretary for Lands addressed to Colin A. Frazer, Esq., Byron, Inverell, dated 27th January, 1875, in which it is stated that—"It having been represented to the Minister for Lands that you are erecting buildings, fences, &c., on reserve No. 123 at Byron, I am directed to caution you against the erection of any improvements on that reserve, and to state that they will not confer upon you the right to purchase any portion of it in virtue thereof, the land being in course of dedication as a permanent reserve,—I have, &c."—We are authorized by the lessees of the Byron Run to state that the most valuable improvements on reserve No. 123 were erected some of them ten years before the land was proclaimed a reserve, and that the only additions made since have been necessary for the beneficial working of the run of which reserve No. 123 forms part. Under these circumstances we respectfully submit that the lessees are legally entitled, on the cancellation of the reserve "from sale," to purchase those portions that are so improved.

It is evident that the representations made to the Minister have been made by some person not acquainted with the circumstances, and having some sinister object in view, as it is evident he has endeavoured to mislead the Minister as to the fact.

We have, &c.,
 WILSON & RANKEN.

No. 16.

MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

(75-2,140 Ms.)

Department of Lands,
 Sydney, March, 1875.

Dedications for Religious and Public purposes.

THE enclosed list of proposed dedications for religious and public purposes, in accordance with the 5th section of the "Crown Lands Alienation Act of 1861," is submitted for the approval of His Excellency the Governor and the Executive Council, an abstract of the same having been duly laid before Parliament.

THOS. GARRETT.

[List similar to No. 14.]

His Excellency the Governor and the Executive Council.

Approved.—H.R., 16/3/75.

The Executive Council advise that the proposed dedication of the lands specified in schedule be approved, in terms of the 5th clause of the "Crown Lands Alienation Act of 1861."—ALEX. C. BUDGE, Clerk of the Council.

Minute 75/14. 15/3/75. Confirmed, 22/3/75.

No. 17.

DECISION OF MINISTER FOR LANDS (MR. GARRETT) in letter from Messrs. Wilson & Ranken (No. 15.) AFTER a very careful consideration of the papers in this case, I am of opinion that the reserve should not be dedicated permanently. Let whatever steps that may be necessary (if any) to rescind that which has been done towards the dedication be taken without delay.

T.G., 15/4/75.

Memo.—It appears that the notice (without signature) of certain proposed dedications, in which was included the Byron Reserve, sent to the Government Printer for proof, was erroneously published in the Government Gazette of the 9th instant.

The correct notice of dedications, from which the Byron Reserve was omitted, was published on the 20th instant.

24 April.

No. 18.

NOTICE published in Government Gazette cancelling notice published in error.

Department of Lands,
 Sydney, 27 April, 1875.

THE notice of the dedication of certain Crown Lands to the several purposes mentioned therein, which appeared in the Government Gazette of the 9th instant, having been published in error, is hereby cancelled.

(75-913 Ms.)

THOMAS GARRETT.

No. 19.

No. 19.

THE UNDER SECRETARY FOR LANDS TO MESSRS. WILSON & RANKEN.

(75-913 Ms.)

Department of Lands,
Sydney, 30 April, 1875.

GENTLEMEN,

Referring to your letter of the 9th February last, on behalf of Mr. Colin A. Frazer, relative to reserve No. 123 on the Byron Run, which it was proposed to dedicate for the purposes of camping and access to water,—I am directed to inform you that the Minister for Lands is of opinion, after a careful consideration of the papers in the case, that the reserve in question should not be dedicated permanently, and therefore the proposed dedication will not be carried into effect.

I have, &c.,
W. W. STEPHEN.

No. 20.

MESSRS. WILSON & RANKEN (on behalf of MESSRS. FRAZER & ANDERSON) TO THE SECRETARY FOR LANDS.

227, George-street,
Sydney, 28 April, 1875.

SIR,

It having been determined not to dedicate the Byron Reserve, No. 123, permanently, we have to request, on behalf of the lessees, Messrs. Frazer and Anderson, that the decision arrived at by the late Minister for Lands may be now acted on, and the reserve cancelled and the land sold.

We have, &c.,
WILSON & RANKEN.

The proposed dedication having been set aside, let the reserve be cancelled.—T.G., 21/5/75.

No. 21.

THE UNDER SECRETARY FOR LANDS TO MESSRS. WILSON & RANKEN.

(75-3041 Ms.)

Department of Lands,
Sydney, 21 May, 1875.

GENTLEMEN,

Referring to your letter of the 28th April last, applying, on behalf of Messrs. Frazer and Anderson, for the cancellation and sale of reserve No. 123, at Byron, I am directed to inform you that, the proposed dedication of the reserve in question having been set aside, the Minister for Lands has been pleased to approve of it being cancelled.

I have, &c.,
W. W. STEPHEN.

[Three tracings.]

TRACING

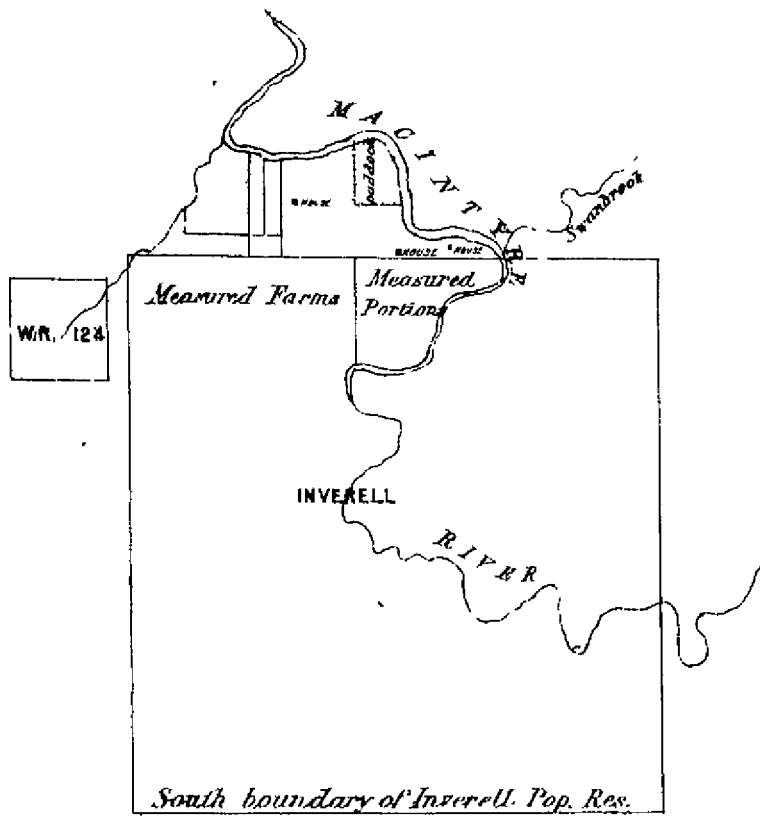
Appendix A

Showing Res. N^o 123 in the

PARISH OF INVERELL,

COUNTY GOUGH.

SCALE, 2 MILES TO AN INCH



To accompany my Letter to the Surveyor General of 6th November,
1873, N^o 94.

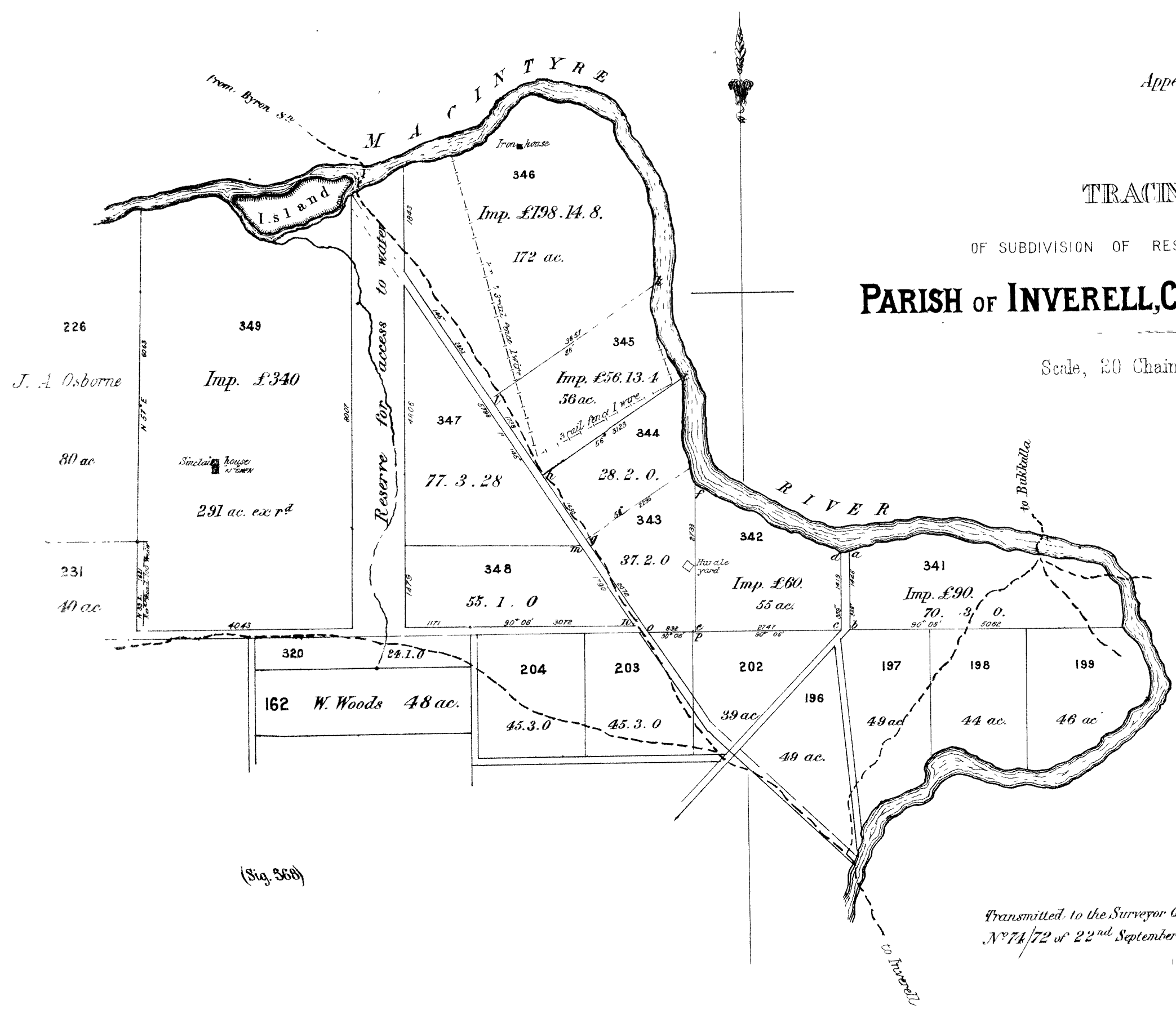
(Signed) *H. V. Evans*
Licensed Surveyor.

TRACING

OF SUBDIVISION OF RESERVE 'N^o 123,

PARISH OF INVERELL, COUNTY OF GOUGH.

Scale, 20 Chains to an Inch



CORNERS.				
Cor	Bearing	From	Lks.	N ^o on tree
a	286° 40'	Apple	98	341
b	275° 30'	"	38	197 341
c	24°	"	62	202 342
d	42° 30'	Gum	62	"
e	223°	Box	57	343 "
f	53° 08'	Gum	63	" "
g	49° 10'	Apple	31	" 344
h	67° 30'	Box	52	345 "
i	55° 20'	Gum	137	" "
k	352° 30'	"	25	346 345
l	35° 10'	"	13	" "
m	98° 30'	Apple	10	347 348
n	96° 06'	"	25	" "
o	130° 07'	Box	148	343
p	265° 00'	Apple	79	349

Stakes at all other corners

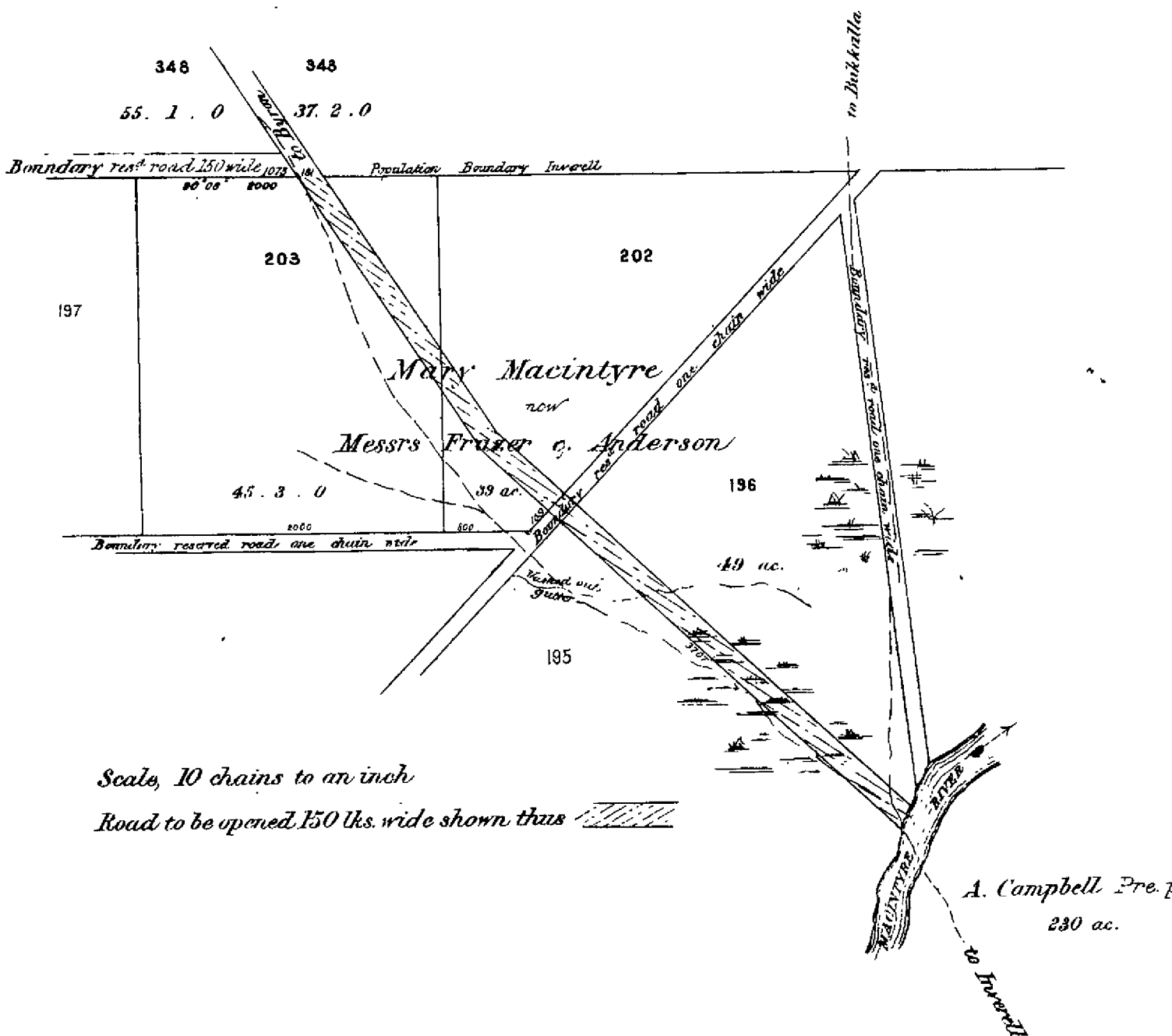
(Sig. 368)

Transmitted to the Surveyor General with my letter
 N^o 74/72 of 22nd September
 (Signed) H. V. Evans, L. S.

TRACING

PARISH INVERELL, COUNTY GOUGH,

Shewing part of the Road from Inverell to Byron, proposed to be opened as a Parish Road under Act of Council 4th William IV, No. 11.



Scale, 10 chains to an inch

Road to be opened 150 chs. wide shown thus

Transmitted to the Surveyor General with my Letter N^o 74/73 of 22nd September.

(Sig^d) H. V. Evans,
Lie. Surveyor.

(Sig. 368)

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

GOLD FIELDS.

(LEASE AT OLD GULGONG REEF.)

Ordered by the Legislative Assembly to be printed, 14 April, 1875.

RETURN to an *Order*, made by the Honorable the Legislative Assembly, dated 6 April, 1875, That there be laid upon the Table of this House,—

“Copies of all Correspondence and Documents having reference to the
“cancellation of a 10-acre Gold Lease at Old Gulgong Reef, formerly held
“by Mr. Thomas Chappell.”

(Mr. Goold.)

SCHEDULE.

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5. From Mr. Gold Commissioner Johnson to the Under Secretary for Lands, recommending the cancellation of the lease. 2 August, 1872.....	3
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7. From S. Samper and party to the Minister for Lands, respecting their application for the cancellation of the lease. 30 August, 1872	4
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12. From Mr. Teale, Solicitor, to the Minister for Lands, asking for copies of reports and evidence taken in reference to the forfeiture of Chappell's lease; with minute of the Minister thereon. 19 September, 1872	6
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GOLD FIELDS.

No. 1.

MR. T. CHAPPELL to MR. GOLD COMMISSIONER JOHNSON.

Mudgee, 21 March, 1872.

SIR,

In reply to yours of the 11th instant, requesting me to show cause why my 10-acre lease at Gulgong should not be cancelled,—in the first place I wish to state that it was abandoned ground when applied for, in fact I may call it ruined ground on account of the slovenly mode of working, the surface having been opened for above 100 yards, thereby causing an immense difficulty and expense. As an instance of the difficulty I have had to contend with, I will mention one case: I had six men employed drawing water from the old workings; at the end of six weeks they had all the water out; one blast was put in in bottom; it came on to rain, and in less than twelve hours the whole workings were filled to overflowing. I imagine you will say, "Why not stop the water from going in?" That is where the difficulty is—the ground being that porous that it is impossible to stop it as long as there is rain; the consequence was, that I determined to abandon all surface workings, and in September last I called for tenders for a new shaft, 80 feet deep—8 feet 6 by 4 feet. Horsfall and party accepted for £240. After being at work six weeks it was proposed by some gentlemen to join me in the affair, and sink 200 feet, but they wished to have the opinion of competent authority as to position of shaft—hence the delay. I can say that I have expended £2,000 on machinery in connection with that reef; also, that for this last ten years I have paid a considerable amount for leases, and in every case I have expended heavy sums—possibly as much as any one person in the Colony. For my part I cannot imagine that you will put me down as a schemer.

I am, &c.,

THOS. CHAPPELL.

P.S.—My case is now in the Supreme Court against jumpers.—T.C.

No. 2.

MESSRS. HORSFALL, WOODLAND, AND OTHERS, to DAVID BUCHANAN, Esq., M.P.

Gulgong, 16 May, 1872.

SIR,

As our Member, and as the champion of the labouring classes in general, we humbly beg for your assistance in the following case:—On Old Gulgong Reef that had been abandoned for twelve months, with the exception of three men for three weeks, we pegged out, registered, and occupied, according to the Gold Fields Act in the month of January last, and have occupied the ground up to the present according to the Gold Fields Act—there being four different parties of us. After working for a month, Mr. Chappell told one party of us that we were trespassing on his 10-acre lease. We applied to Commissioner Johnson at Bathurst to advise the lease to be cancelled,—our reason—"the conditions of lease not being fulfilled." After two months Commissioner Johnson answered our letter, stating Chappell had shown good cause why he should hold the lease, viz., "flow of water, great amount of money spent, and erection of machinery." *Now all this is false.* Chappell had a machine at work three miles away, crushing for the public, before he took the lease; he has it now. It has crushed for the public since, same as it did before, his lease being idle all the time, and, as far as we can make out, with no defined post or boundaries, he not being able to show us any pegs.

Some of us are at present trying to get the lease cancelled by the 138th clause new Regulations. Now, what we are frightened at is, that Chappell may make another false representation. We only want truth and justice; but how are we to get it?

Could you represent our case to the Minister for Lands, so that we will get justice?

We rely on the Act, 27th September, 1866—2nd clause—definition claim; Regulations, 24th September, 1869, clause 82; Regulations, 17th February, 1870, clause 14—2nd.

Hoping you will take this in hand,

We remain, &c.,

M. E. R. Horsfall,
Thos. R. Woodland,
John Green,
John Hackett,
James M'Greth,
Dl. G. Keshan,
C. H. Hawkins,
James Taylor,

William Scott,
Abraham M'Guinness,
Charles Tunmor,
William Wilson,
Alfred Teal,
S. Creek,
James Bell.

No. 3.

MR. T. R. WOODLAND to THE COLONIAL SECRETARY.

Gulgong Gold Field,

9 June, 1872.

SIR,

I most respectfully beg to apply to you in reference to a disputed claim on the Old Gulgong. I have been on the ground now five months, and Chappell claims it as a lease taken out by him two years ago, but abandoned by him so far that there is no boundary-posts, marks, or notice, or men on the ground, to define such a claim; and he has had no one on it but three men for three weeks for two years. The ground I hold I don't know if it is on his lease or not, as he never gave us any notice we were trespassing, and there are no pegs to be seen.

I put a formal application in the hands of the Commissioner, but I do not know if he has sent it to the Minister for Lands or not. In it my case is put forward, and I should most sincerely beg you would bring it under the notice of the Minister for Lands; also, that you will not be offended at the letter I sent to

3

to you before. There is a host of Fenians here on Chappell's side, and they are trying through Plunkett and others to crush me for what I said when you were elected for Mudgee. Justice is on my side, and I earnestly beg you will see me fair play with the Minister for Lands. All miners are on my side. Trusting you can do something for me.

I have, &c.,

THOS. R. WOODLAND.

No. 4.

MR. T. R. WOODLAND to THE SOLICITOR GENERAL.

Gulgong Gold Fields,
23 July, 1872.

SIR,

We respectfully beg to make application to you, as the Member for the Mudgee District, to see us fair play in a case we have submitted through the Commissioner to the Honorable the Minister for Lands, but in which case I do not think we are getting fair play in. I allude to the case of ourselves and Thomas Chappell, who holds a lease—or he says he does—of 10 acres on the Old Gulgong Reefs, which we occupied on the 10th of January, 1872, and registered it on the 15th of January, as abandoned Crown Lands—as there were no pegs to define a claim being in existence, in accordance with the rules of a proclaimed gold field; there was no men on the ground, or had been since September, 1871, or notices of reserve, or anything to show a claim was in existence. Having heard Chappell held a lease of 10 acres, and that we were on part of his old lease, we submitted an application to the Commissioner for the cancellation of the lease, and we sent letters to Chappell at the same time, appealing to him to come on the ground and prove his lease, and show cause why it should not be cancelled; but he would not come before us. We begged the Commissioner to come on the ground, and after five months occupation and waiting he came, and said we could go on with our work—that Chappell seemed to have but a very poor hold of the ground—and said he would write to Chappell and give him a fortnight to come, and he would take steps then. Immediately we saw him at the end of that time, and he said he would take our affidavits in his office that day week. We all went in four parties, representing twenty-four men. Chappell was not there. He told us he would take our statements, although he had our statements with our application previous. The room was full of strangers, and we could not make the statements we ought to have made in full, as Chappell had friends there who are backing him up to push for it, as they want to put it in a company, and they cannot get it from us, as we want to work it ourselves. And we are informed that Chappell has summoned two men to Sydney or Bathurst since we gave in our statement. This is what we beg you to see us fair play, for we are quite prepared to meet Chappell face to face anywhere; but we earnestly protest against any under cloak work, for we can bring forward at the least one hundred witnesses to prove the lease has been abandoned entirely lately, and most of the time since he took it up—three years ago. The opinion of everyone around here was that he had thrown it up altogether, for he left here and went to Tambaroora, and never came near the Old Gulgong till some one went to him over there and offered him £2,000 for half his interest in it. This was a Melbourne speculator, who told Chappell a lease could not be broke, and that he would back him up in getting it back. But Chappell has never given us notice we were on his lease up to this day, after six months possession and work, although we know we are on it or part of it. As regards the machinery erected, Chappell put that up as a speculation when the Old Gulgong was first opened by miners under miners' rights, and he got a guarantee of 1,000 tons of stone being secured to him to erect his machine on, for payment of so much per ton; and after the men gave up the ground it did not pay; then Chappell leased it, and so it has stood ever since; but the machine has crushed for the public since till the public got sick of crushing at it, and no men on the ground—and this we can prove on oath. Trusting, Mr. Innes, you will see us some fair play in this case,

We beg, &c.,

THOMAS R. WOODLAND & PARTY.

We beg you will grant us the claim we are on when the lease is cancelled.

Received, 26th July, 1872.—Placed by me in hands of Minister for Lands, and reply sent by me to writer, telling them that I had done so, and that the Minister had promised to give every attention to the representations contained in their letter.—J.G.L.I., 26/7/72.

No. 5.

MR. GOLD COMMISSIONER JOHNSON to THE UNDER SECRETARY FOR LANDS.

Western Gold Fields Office,
Bathurst, 2 August, 1872.

SIR,

Referring to your blank cover minute on the annexed communication, forwarded to Mr. Gold ^{24 June, 1872.} Commissioner Browne, I do myself the honor, for the information of the Honorable the Minister for Lands, in connection with previous correspondence on the subject of the application for the cancellation of lease No. 447, to submit, with my recommendation that the same be adopted, Mr. Commissioner Browne's report on the subject, and the evidence taken before him in the matter under the provisions of the 138th regulation.

2. The defendant (Mr. Chappell), although summoned, did not appear either by himself or his attorney at this investigation. Although I am personally aware that his legal adviser was cognizant of the institution of the proceedings in question, and therefore, notwithstanding Mr. Chappell's communication, ^{25th July, 1872.} previously forwarded to you, on which I then declined to recommend the forfeiture of his lease, I see no reason, on a perusal of the evidence now adduced before Mr. Commissioner Browne, to dissent from the conclusion arrived at by that officer—that the labour conditions of the lease have not been fulfilled, and that the same is liable to cancellation, which I have now to recommend accordingly.

I have, &c.,

WHITTINGDALE JOHNSON,
Commissioner-in-Charge.

Submitted, 5.—O.R. Approved.—J.S.F., 24/8/72.

No. 6.

No. 6.

MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

Department of Lands,
Sydney, 29 August, 1872.

It is recommended to His Excellency the Governor and the Executive Council that the lease described in the annexed Schedule, for an auriferous tract in the Western Gold Fields, be cancelled for non-fulfilment of the labour conditions, in accordance with the provisions of the Gold Fields' Regulations.

JAMES S. FARNELL.

The Clerk of the Executive Council, B.C., 30 August, 1872.—W.W.S.

The Executive Council advise that the lease specified in the annexed Schedule be cancelled for non-fulfilment of the labour conditions as provided by the Gold Fields' Regulations.—ALEX. C. BUDGE, Clerk of the Council.

Min. 72-54, 5 Sep., 1872. Confirmed, 10 Sep., 1872. Approved.—H.R., 13/9/72.

SCHEDULE ALLUDED TO.

No. of lease.	Date of application.	Lessee.	Situation of Lease.	Area.	Period.	Cause of cancellation.
1870-447	5 March, 1870...	Thomas Chappell	Old Gulgong Reef, Gulgong	acres. 10	years. 5	Non-fulfilment of labour conditions.

No. 7.

S. SAMPER & PARTY to THE SECRETARY FOR LANDS.

Gulgong, 30 August, 1872.

SIR,

It is now nearly six months that myself and party have applied for the cancelling of lease held by a Mr. Chappell on a quartz reef named the Gulgong Reef.

We have been in possession of said reef for about three months prior to Mr. Chappell, claiming same as his lease, and on account of false representations made by said Chappell to Mr. Commissioner Johnson said lease could not be cancelled.

Since then we have made a true statement of the case before our resident Commissioner, Mr. Browne, who forwarded same to proper authorities, but have heard nothing more of it. Now, sir, I hereby beg you would kindly inform us how or where we should look for information as regards our case?

We are twenty men in all laying idle the last four months on account of an injunction by said Chappell, and if you would kindly look into the statement sent down and made by us before Commissioner Browne, we have not the slightest doubt but you will find the justice of our claim.

Hoping we are not trespassing too much on asking for a reply,

We remain, &c.,
S. SAMPER & PARTY.

No. 8.

W. TEALE, Esq., to THE SECRETARY FOR LANDS.

151, King-street, Sydney,
10 September, 1872.

SIR,

I have the honor to request that further action may be suspended for a brief period, in respect of the lease of Mr. Thomas Chappell of 10 acres of auriferous land at Gulgong Gold Field, which I learn with great surprise has been forfeited.

I only yesterday obtained a judgment on a demurrer in the Supreme Court in an action against jumpers in respect of this land, and an injunction, issued by the Supreme Court, is still in existence regarding it.

I am informed that an appointment was made to take evidence respecting the forfeiture of this lease, and that the Commissioner states, Mr. Chappell and his attorney had notice but did not attend. I cannot state for a fact that Mr. Chappell did not receive notice, but I as his attorney certainly did not.

As Mr. Chappell resides in the country, I have the honor to request that further action with regard to the forfeiture may be stayed until he has an opportunity of explaining his non-attendance.

I have, &c.,
W. TEALE.

Memo., Acting Chief Clerk.—Perhaps under the circumstances herein set forth, further action may be stayed for a week or two.—O.R.

Memo., Secretary for Mines.—How can action be stayed when the Executive Council cancelled the lease on the 10th instant? The cancellation must stand.—J.S.F., 18/9/72.

No. 9.

MR. T. R. WOODLAND TO THE SECRETARY FOR LANDS.

Park Hills, South Creek,
14 September, 1872.

SIR,

I respectfully beg to report that the application Lang party, have submitted to you for the cancellation of a lease held by Thomas Chappell on Gulgong, is in no way affected by the action taken in the Supreme Court this week, for many reasons.

Lang party have no connection whatever in the several claims more than to be upon an old lease abandoned. During the time we have held our claim, Chappell has never told us we were trespassing on his lease, and he never stopped us from working, and we have held undisturbed possession since the 10th or 11th of January. When we took it up we did not know it was a lease, for the rules and Act of a proclaimed gold field are, that a lease once granted upon conditions from the Crown must be complied with from year to year, and the custom on the diggings is, that if a party cannot work their lease they can register it for a short time, and hold it by posting these notices of exemption upon the claim in a conspicuous place, and the law and custom is, that if the claim is not pegged in as the Regulations state, the ground is jumpable, and is decided so by the Bench at Tambaroora and other places, and I swear before God and man there is no boundary-pegs on Chappell's lease, and has not been this eighteen months. It has been completely abandoned by him; I took it up as such, and can prove it to be so. I have appealed to the Crown through you, and I beg you will give us the justice of native born British subjects.

Awaiting your approbation,

I have, &c.,
THOS. R. WOODLAND.

No. 10.

MEMORIAL.

Park Hills, St. Mary's, South Creek,
September 14, 1872.

To Your Excellency Sir Hercules Robinson, &c., &c., &c., Governor-in-Chief of the Colony of New South Wales,—

MAY IT PLEASE YOUR EXCELLENCY:—

We, your loyal subjects, as a party of miners of Gulgong, beg to appeal to you to bring under your notice a case of the greatest importance to us and many others concerned indirectly. On the 10th or 11th of January we took up a claim on the Old Gulgong Reefs, and registered it; these reefs had been worked and abandoned previous to us taking them up; we went to work and baled out all the old workings, and commenced to raise stone for crushing. When we arranged to put it in a Company, so as to work the mine completely, some rumours arose that the ground had been leased by Thomas Chappell, and that he was going to try and put us out of it. He put an injunction upon two of the claims and stopped them from work, but he never gave us notice that we were trespassing, or that he had a lease, but other parties told us we were on it, and he sent men to sink upon our claim, and we stopped them from trespassing. I then and party applied to the Commissioner and to Thomas Chappell for the cancellation of the lease, if he had one, but he treated us and the Commissioner with contempt and would not come. He left the Gulgong Gold Field and went to Tambaroora and entirely abandoned the reefs at Gulgong, as we were and are prepared to prove by a hundred witnesses. There is not a man on the ground, or a notice of reserve, or a peg to define a boundary of a claim according to a proclaimed gold field, and the ground, if formerly leased, was and had been for some time completely deserted and abandoned. Having appealed to the Government, through the Commissioner, for the cancellation of the lease, and seeing a part of this ground given to Chappell by the Supreme Court, not the ground I hold but the next to it, and I believe Chappell is going to take possession of the whole of it, I must appeal direct to Your Excellency as the Representative of the Crown by Her Gracious Majesty the Queen, for that justice a loyal subject should have. As this Government grants a lease upon conditions, so can they cancel a lease if not complied with, and I declare before my God and man the ground to be entirely abandoned. I am no loafer as the miners are termed, but a native of the Colony, and I joined the Police Force, voluntarily, to suppress bushranging, and was the chief actor in the downfall of the Clarkes at Braidwood. I am nearly ruined over this case, and Chappell says he will starve me out of it, but I appeal to that law you represent to grant us justice. If the evidence now before the Government is not sufficient, I am prepared to meet any investigation of unbiassed Commissioners at Gulgong or on the claim, but the Commissioners of Bathurst and Gulgong are personal friends of Chappell's and his supporters, Rouse and Co. Awaiting the reply of Government, I beg to be Your Excellency's most humble and loyal subject,

THOMAS R. WOODLAND & PARTY.

No. 11.

THE UNDER SECRETARY FOR LANDS TO MESSRS. S. SAMPER & PARTY.

Department of Lands,
Sydney, 17 September, 1872.

GENTLEMEN,

In reference to your letter of the 30th ultimo, respecting the cancellation of Mr. Thomas Chappell's application for a lease of 10 acres of auriferous tract, known as the Old Gulgong Reef, Gulgong, I am directed by the Minister for Lands to inform you that the cancellation of the lease in question has been approved by His Excellency the Governor and the Executive Council, and will be notified in the *Government Gazette* as early as possible.

I have, &c.,
W. W. STEPHEN.

No. 12.

No. 12.

W. TEALE, Esq., to THE SECRETARY FOR LANDS.

Sydney, 19 September, 1872.

SIR,

I have the honor to request that I may be furnished, on behalf of Mr. Thomas Chappell, of Mudgee, with copies of the reports of Mr. Commissioner Browne and Mr. Commissioner Johnson, and the evidence taken in reference to the forfeiture of Mr. Chappell's auriferous tract at Gulgong.

Approved.—J.S.F.

I have, &c.,
W. TEALE.

No. 13.

W. TEALE, Esq., to THE SECRETARY FOR LANDS.

Sydney, 23 September, 1872.

SIR,

I have the honor to hand you herewith two affidavits from Mr. Chappell, of Mudgee, and his country solicitor, in support of my application for time to enable my client to show cause against the forfeiture of his lease.

I have, &c.,
W. TEALE.

The Hon. the Minister for Lands,—What answer should be given to Mr. Teale's letter?—O.R.
This case has been disposed of.—J.S.F., 18/12/72.

[Enclosures.]

A.

In the Supreme Court of }
New South Wales. }

On this twenty-first day of September, in the year of our Lord one thousand eight hundred and seventy-two, George Davidson, of Mudgee, in the Colony of New South Wales, gentleman, being duly sworn maketh oath and saith as follows:—1st. I am now and have been since May last the attorney for Mr. Thomas Chappell, of Mudgee; 2nd. I did not receive any notice calling on the said Thomas Chappell to show cause why his lease of 10 acres of land, situate at Old Gulgong, should not be cancelled; 3rd. I did not know that any inquiry or investigation was to take place in reference to the cancellation of the said lease, and did not attend any investigation or inquiry relating to the cancellation of the said lease.

GEO. DAVIDSON.

Sworn by the deponent the day first above- }
mentioned, at Mudgee, before me,— }GEORGE LEARY,
A Commissioner for Affidavits.

B.

In the Supreme Court of }
New South Wales. }

On this twenty-first day of September, in the year of our Lord one thousand eight hundred and seventy-two, Thomas Chappell, of Mudgee, in the Colony of New South Wales, miller, being duly sworn maketh oath and saith as follows:—1st. Mr. George Davidson, of Mudgee, is now and has been since May last my attorney; 2nd. I am the lessee of ten acres of land situate at Old Gulgong, near Mudgee, in the Colony of New South Wales; 3rd. I am informed and believe that an investigation or inquiry has taken place before Mr. Commissioner Browne, at Gulgong, in reference to the cancellation of the said lease; 4th. I have not been called upon by the said Mr. Commissioner Browne, or by any person, to show cause why the said lease should not be cancelled; 5th. I did not receive any notice from Mr. Commissioner Browne, or any person, that an investigation or inquiry was intended to be made at any time or place in reference to the cancellation of the said lease; 6th. I am prepared and can show cause, if required to do so, why the said lease should not be cancelled; 7th. I have obtained an injunction in the Supreme Court to prevent any person or persons from occupying, using, or working the said leased ground, and have also obtained a judgment in the Supreme Court on demurrer in my favor, wherein certain defendants pleaded that I had not fulfilled the conditions under the "Gold Fields Act of 1866," and the Regulations made thereunder.

THOS. CHAPPELL.

Sworn by the deponent the day first before- }
mentioned, at Mudgee, before me,— }GEORGE LEARY,
A Commissioner for Affidavits.

No. 14.

MR. G. M. DUNN to THE UNDER SECRETARY FOR LANDS.

Gulgong, 9 October, 1872.

SIR,

I have the honor, with reference to your letter to Mr. Samuel Samper and party, of Gulgong, of 17th September ultimo, relative to the cancellation of Mr. Chappell's lease, and the intimation thereon contained that the same would be notified in the *Government Gazette* as early as possible, to inquire when it is probable that such notification in the *Gazette* will be made, as several miners are thrown out of employment in consequence?

I have &c.,
GEO. M. DUNN,
pro E.C.

No. 15.

No. 15.

W. TEALE, Esq., to THE SECRETARY FOR LANDS.
151, King-street, Sydney,
12 October, 1872.

SIR,

I have the honor to hand you herewith five declarations respecting the cancellation of Mr. Thomas Chappell's lease on Old Gulgong Gold Reef.

I am requested to call attention to the fact that this lease is not affected by the Gold Fields Regulations of 21 March, 1872.

I have, &c.,
W. TEALE.

[Enclosures.]

A.

Mr. Gold Commissioner Browne to Mr. T. Chappell.
Gulgong, 27 June, 1872.

Sir,

I have the honor to state that certain persons named in the margin have occupied land near the Old Gulgong Reef, which they state is claimed by you under lease. Wilson and party.

It has been stated to me that the labour conditions of your lease have not been complied with, and an application for cancellation of said lease has been made by them. Woodland and party.

I shall feel obliged by your appointing a day within the next two weeks for meeting the said complainants, and showing cause why said lease should not be cancelled.

I have, &c.,
T. A. BROWNE,
Commissioner.

This is the letter marked A, referred to in the annexed declaration of Thomas Chappell, declared before me at Mudgee, this 9th day of October, 1872.

I, *Thomas Chappell*, of Mudgee, in the Colony of New South Wales, gold miner, do solemnly and sincerely declare as follows:—I made an application for and obtained a lease of 10 acres of land, situate at Gulgong, under the "Gold Fields Act of 1866" and the Regulations made thereunder, and which said lease was and is dated the first day of April one thousand eight hundred and seventy, and which said land is in the said lease described in the words and figures following:—

"(No. 447.) "Lease of an auriferous tract.
"Western Gold Fields Office, Bathurst,
"1st April, 1870.

"A LEASE of the auriferous tract below described, for a period of five years, is hereby, under the authority of the Minister for Lands, and in accordance with the Gold Fields Regulations, granted to Thomas Chappell under the conditions endorsed:—

"Description of locality and extent of claim:—Ten (10) acres, more or less, as surveyed, of a quartz reef situated on the Gulgong Gold Field.

"Entered.

"WHITTINGDALE JOHNSON,
"The Gold Commissioner.

"Conditions.

"Machinery to be employed:—Steam. Horse-power of engine—(12) twelve. Other machinery—stampers and amalgamators.

"Preparatory work by drainage or otherwise to be performed with or without machinery. Number of men to be employed on the claim and period at which such amount of labour shall be required to be employed—(20) twenty men, within one month of date of receipt of lease. Time fixed for having machinery in operation or for completion of preparatory works—one month ditto.

"WHITTINGDALE JOHNSON."

SUBSEQUENTLY to the granting of the said lease I entered into possession of the said land, and on the twentieth day of July, A.D. 1870, I paid on account of the Public Service of New South Wales the sum of twenty pounds sterling as being the rent of the said land comprised in the said lease, or memorandum of lease, up to the thirty-first day of March, A.D. 1871. Again, subsequently on the twelfth day of April, A.D. 1871, I paid on account of the Public Service of New South Wales the sum of twenty pounds as being the rent of the said land comprised in the said lease, or memorandum of lease, up to the thirty-first day of March, A.D. 1872. On or about March last I paid on account of the Public Service of New South Wales the sum of twenty pounds, as being the rent of the said land comprised in the said lease, or memorandum of lease, up to the thirty-first day of March, A.D. 1873. I within one month of the date of receipt of the lease aforesaid did employ on the claim comprised in the said lease the following machinery, consisting of twelve horse-power engine, twelve stamps, stone-breaker, berdon basin, amalgamation machinery. The erection and cost of the said machinery amounted to two thousand pounds. I continued working the said claim comprised in the said lease for about four months, and until compelled to leave off through too much water. I then entered into a contract with Messrs. Bussell, Govers, and Holburd, to bale the water out of the workings and to sink on the underlay thirty feet; the said Bussell, Govers, and Holburd, commenced the said work and continued to work for about five weeks, and got the water out, and put in one shot in the evening of the day they had baled the water out. On the following morning the whole of the workings were filled with water, and running over the lower shaft, down a gully. The heavy rains that continued for a long time prevented the ground being worked. I afterwards, and on or about the twelfth day of September, A.D. 1871, agreed with Michael Horsefall and party to sink a shaft 80 feet deep and away from the old shafts, for the sum of two hundred and forty pounds. They sank thirteen feet and I paid them thirty-nine pounds on account of the work done. The said machinery was kept by me solely for the purpose of working the ground comprised in the said lease, and I have kept the said machinery from within a month after the granting of the said lease to the present time at Gulgong, on Cooyall

Cooyall Creek, nearly three miles from the said claim, being the nearest water to the ground; and have made and cleared a road from the said claim to the said machinery at great expense. There being no other machinery then in the district, I crushed for several parties, being principally trial prospects from different claims in the district, and since another crushing machine has been erected in the district I have not crushed any stone for any person. Previous to my obtaining the said lease, the ground in the said lease mentioned had been worked for about two years by a great many diggers, the surface being opened for about three hundred yards, causing great and almost insurmountable difficulties to be encountered to work the ground successfully. I was working the ground previously to obtaining the said lease, and everyone abandoned the ground but myself; and I have expended over three thousand pounds in endeavouring to work the said ground successfully. Immediately I ascertained that persons were working on the said claim, I caused a writ of summons to be issued out of the Supreme Court of New South Wales, and applied for an injunction to restrain all persons from working the said claim, or removing stone or quartz therefrom, and caused such summons to be served on the parties working on the said ground, on or about the twentieth day of February last. The said injunction was made absolute by a Judge of the Supreme Court of New South Wales, and I caused same to be served on the parties working on said ground. Afterwards, Samuel Samper, Lewis Whitehouse, James M'Grath, Michael Horsefall, and Samuel Levy caused an appearance to be entered in the said Supreme Court, after the service of the said writ of summons on them; and afterwards caused plea to be filed in the said Supreme Court in answer to the declaration filed by me in the said cause, in which I claimed damages for their trespassing on the said ground.

The plea is in the following words:—The defendants, by George Murray Dunn, their attorney, say that prior to the committing of the said alleged trespass the plaintiff had applied for and obtained a lease of 10 acres of auriferous land under and by virtue of the "Gold Fields Act of 1866" and the Regulations of the seventeenth February, 1870, and subject to the conditions of the said Regulations, among which conditions was the following:—"That labor shall be employed upon the ground as follows, namely, fourteen days after application. Should no notice of objection have been received from the Commissioner in charge, one man for each acre, and in a river bed two men for every hundred yards, shall be immediately employed thereon—and within one month from the issue of the lease, an additional man for each acre, and in a river bed two additional men for each one hundred yards: Provided always that while steam or water power is employed, each horse-power of machinery, and each horse employed in draught or in driving machinery, shall be computed as equal to two men, and when other works of an expensive nature, such as dams, reservoirs, or races, have been constructed a diminution in the number of men required to be employed will be allowed at the rate of two men for every one hundred pounds so expended, to be determined, in case of dispute, by the Commissioner.

And the defendants further say, that afterwards, and after the lapse of a month from the issue of the lease, and while the said Regulations were in force, the plaintiff neglected to fulfil the said conditions, made breach thereof in this, that he wholly neglected to and did not employ two men for each acre, nor did he employ in lieu thereof machinery and horse-power provided for by the said conditions, nor did he spend a sufficient sum of money in the construction of expensive works, to be allowed, nor was he allowed any diminution in the number of men required to be employed. And the defendants further say that, by reason thereof, and as they lawfully might, they, being the owners respectively of miners' rights, duly and in accordance with the provisions of the said Act and the Regulations in force thereunder, took possession of portion of the said land as their claim within the meaning of the said Act and the said Regulations, and duly registered and worked the same as such claim as by the said Regulations provided, which said taking possession of and working the said claim are the alleged trespasses.

The said plea came before the Judges of the Supreme Court, and the Judges of the said Court unanimously decided that the said plea was bad, and gave judgment in my favor. I have fulfilled all the conditions in the said lease from the time I obtained same up to the present time. On or about the twenty-ninth day of June, A.D. 1872, I received a letter, a copy whereof is hereto annexed and marked with the letter A. I immediately handed same to my attorney, Mr. George Davidson, who I am informed and believe sent his clerk, Mr. John Russell, from Mudgee to Gulgong, to see Mr. Commissioner Johnson in reference to the said communication, and to know when an inquiry or investigation was to take place in reference to the cancellation of my said lease. I am further informed and believe that the said John Russell saw Mr. Commissioner Johnson at Gulgong, and had a conversation with him to the following effect:—"That he (Mr. Commissioner Johnson) had had some communication about the cancellation of Mr. Thomas Chappell's lease at Gulgong, on account of he (Mr. Chappell) not having fulfilled the labour conditions, but that he had not recommended the cancellation, as he knew well that Mr. Thomas Chappell was a *bona fide* digger, and had spent a large amount of money in trying to develop the gold mines in the district; but he had been informed that Mr. Commissioner Browne intended to hold an investigation into the matter again, and he thought it would be better to let him do so, and that he did not think the lease would be cancelled. Mr. Russell asked him when he would be in Mudgee, as he (Mr. Chappell) would like to see him. He replied that he would be in in a day or two—that he was only awaiting a telegram from Sydney about the Home Rule dispute. Having been informed that Mr. Commissioner Johnson and Mr. Commissioner Browne had arrived in Mudgee, my attorney, Mr. George Davidson, and myself attended at Mr. Hughson's Hotel, Mudgee, where Messrs. Commissioners Johnson and Browne were staying, about half-past 7 in the evening, and requested to see the said Messrs. Johnson and Browne, when we were informed that we could see them at 9 o'clock. About ten minutes to 9 o'clock Mr. George Davidson and myself again attended at Hughson's Hotel, pursuant to the above appointment, and waited till after 10 o'clock, and were then informed that Messrs. Commissioners Johnson and Browne had gone out before we arrived. We waited for a long time but could not see either Messrs. Johnson or Browne. I afterwards met Mr. Commissioner Johnson at Hill End in company with the Honorable Henry Parkes, and asked him if he had heard anything of my Gulgong affair. He said he expected my lease was cancelled by this time—that Mr. Commissioner Browne had recommended the cancellation of the lease—that he did not, but that he simply forwarded the evidence. I replied, "What evidence?" He then said an inquiry had taken place. I then replied, "I was not aware of it." He then said, "Telegram to the Minister for Lands to prevent the cancellation of the lease." Since obtaining the said lease I have not abandoned any of the ground comprised therein, and have always fulfilled all the labour conditions endorsed on the said lease, and had I received notice that an investigation was to take place in reference to the cancellation of the said lease I would have attended and brought

brought overwhelming evidence to show clearly that I had fulfilled all the labour and other conditions required to be fulfilled under the "Gold Fields Act of 1866," and the Regulations made thereunder. Mr. Julius Hellman, of Mudgee, agreed to expend with me the sum of £1,000 to put down a shaft so soon as I could prove my title to the said ground and eject the parties who had jumped same. And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled, "*An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the Government of New South Wales, and to substitute declarations in lieu thereof, and for the suppression of voluntary and extra-judicial oaths and affidavits.*"

Declared before me, at Mudgee, this 9th day }
of October, A.D. 1872,— }
ANTHONY TINDALE, J.P.

THOS. CHAPPELL.

B.

I, *Horatio Thurston*, of Mudgee, in the Colony of New South Wales, mining captain, do solemnly and sincerely declare as follows:—I remember the Old Gulgong Reef being opened about the beginning of the year one thousand eight hundred and sixty-eight; I am aware that Mr. Thomas Chappell had an interest in a 2-acre lease on the said reef, with Mr. Joseph Deitz and party, and that he erected a crushing plant on the Gulgong Creek, about three miles from the reef, for the purpose of crushing the stone therefrom; the machine site is the nearest available spot where permanent water supply is obtainable; considerable outlay was caused in cutting a roadway from the reef thereto; I know of my own knowledge that the machine and battery was erected for no other purpose than that of crushing the quartz from the Old Gulgong Reef, and has been employed for no other purpose, except occasionally crushing samples and small parcels for others, prior to the erection of other batteries in the neighbourhood; I remember the reef being entirely abandoned by the reefers, and Mr. Thomas Chappell afterwards leasing 10 acres on the said reef; I assisted the surveyor in measuring this lease, and saw substantial posts erected, and saw them standing many months afterwards; I remember Frederick Bussell, James Gowers, and John Holburd, baling out the water from the shaft on the said lease; they were employed by Mr. Thomas Chappell; they were compelled to abandon work on account of the extraordinary quantity of water they had to contend with; about the beginning of February now last past I was employed by Mr. James Dudden Brodribb, the then attorney for Mr. Thomas Chappell, to visit the Old Gulgong Reef and Gulgong, for the purpose of giving notice to several parties who were working on the said 10-acre lease, and to warn them that if they did not abate the trespass legal proceedings would be instituted against them; I went to the Old Gulgong Reef and Gulgong, and did so to the following parties, namely, Samuel Samper, Lewis Whitehouse, James M'Grath, Michael Thurssall, and Samuel Levy, who were working in one party, and also to John Hackett, John Green, and Thomas Moss, who formed another party; they one and all refused to leave the ground, and challenged legal proceedings; on or about the twentieth day of February last past I personally served a writ of injunction and a writ of summons, both issued out of the Supreme Court of New South Wales, on Samuel Samper, Lewis Whitehouse, Michael Horsefall, and Samuel Levy,—Samuel Samper being in Sydney; Samuel Levy, his representative in his place of business, agreed to accept service for him; the defendants were then sinking a shaft and opening out the middle reef (which is the one referred to in the depositions of Mr. Michael Horsefall, given before Mr. Commissioner Browne, at Gulgong, on the fifteenth day of July last, causing much surface damage; I was aware of the existence of the said middle reef for four years before the said Michael Horsefall opened it; I am also aware that Mr. Thomas Chappell knew of the existence of the said middle reef, and would not open it on account of it causing great surface damage to the workings of the other reefs then opened; Messrs. Hackett, Green, and Moss were baling out the water from the easternmost shaft on the said 10-acre lease. And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "*An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the Government of New South Wales and to substitute declarations in lieu thereof, and for the suppression of voluntary and extra-judicial oaths and affidavits.*"

H. THURSTON.

Declared before me, at Mudgee, this 9th day }
of October, A.D. 1872,— }
E. BAYLEY,
Commissioner for Affidavits.

C.

I, *Joseph Deitz*, of Gulgong, in the Colony of New South Wales, gold miner, do solemnly and sincerely declare as follows:—I, with two other miners, discovered the Trinity Reef, Old Gulgong, about the month of August, one thousand eight hundred and sixty-seven, and we then took up a prospecting claim; Mr. Thomas Chappell had an equal share in the said prospecting claim with us; it was afterwards taken up by us as a lease; we afterwards allowed the lease to lapse; five chains south and seven chains north of the said prospecting claim were taken up and worked for about two years, all of which were then abandoned; Mr. Thomas Chappell then took up a 10-acre lease of land on the reefs, including the said prospecting claim and the other abandoned claims; the work done during the said two years opened the surface for a great distance and made a wide receptacle to catch and hold water, and in wet weather and for many months afterwards it would be utterly impossible to work the said reef; should the surface stone be taken out now it would cause great and incalculable damage to the proper working of the said reef; there are three reefs in the said 10 acres of ground, and I am aware that Mr. Thomas Chappell knew, and would not allow the reef (mentioned in the depositions of Michael Horsefall, given before Mr. Commissioner Browne, at Gulgong, on the 15th day of July last, as being discovered by him) to be opened, as there was then too much of the surface opened; Mr. Thomas Chappell and many others well knew that there were three reefs in the said 10-acre lease; I worked on the reef stated to be discovered by Michael Horsefall, on Mr. Thomas Chappell's leased land, and sank about 80 feet in one place, and in another place

place about 5 feet; in the years one thousand eight hundred and sixty-seven and sixty-eight, Mr. Thomas Chappell erected machinery at Cooyal Creek about three miles from the said leased lands, being the nearest place where permanent water could be obtained for working the said machinery; the said machinery was erected by Mr. Thomas Chappell to my knowledge solely for the purpose of working the said leased land at a great cost. And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "*An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the Government of New South Wales and to substitute declarations in lieu thereof and for the suppression of voluntary and extra-judicial oaths and affidavits.*"

Declared before me, at Mudgee, this 9th day of }
October, A.D., 1872,—

JOSEPH DEITZ.

E. BAYLEY,

Commissioner for Affidavits.

D.

I, *Henry Tebbutt*, of Mudgee, in the Colony of New South Wales, a Justice of the Peace in and for the said Colony, do solemnly and sincerely declare as follows:—I am aware that Mr. Thomas Chappell put up an engine and machinery at Old Gulgong, and he informed me about that time that he put it up for the purpose of working the reef known as the Old Gulgong Reef; the said engine and machinery is still at Old Gulgong; I am also aware that Mr. Thomas Chappell excavated and formed a road from the said reef to the said machinery, and erected a bridge across a creek on the said road at great expense; at the time the machinery was first erected there was no water nearer to the said reef than the place where the machine is erected, and the supply of water for domestic purposes, for parties employed at the said reef was all obtained from where the machine is erected; there was no water on the Old Gulgong Reef until the heavy rains of 1870 came, which filled all the abandoned shafts, and made the ground very wet and springy, that it could not be worked. And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled, "*An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the Government of New South Wales and to substitute declarations in lieu thereof, and for the suppression of voluntary and extra-judicial oaths and affidavits.*"

Declared before me, at Mudgee, this 7th }
day of October, A.D. 1872,—

HENRY TEBBUTT.

ALEXR. H. COX, J.P.

E.

I, *Frederick Bussell*, of Gulgong, in the Colony of New South Wales, gold miner, do solemnly and sincerely declare that I was working with William M'Gowan, James M'Gowan, John Young, and Thomas Chappell, junior, for Mr. Thomas Chappell, senior, in the year 1870; we were working there for about six months; I, with John Holbert and James Gowan, took a contract from the said Thomas Chappell, senior, about the month of April, 1870, to take out the water and sink the shaft (which had been partly sunk) down to 100 feet level; this would be about 30 feet sinking on the underlay; we were working there about a month baling the water; we got the water out, and managed to get one blast in the same night; the water came in and swamped us out again next day; there was about 40 feet of water in the shaft; we were then unable to perform the contract, and it was impossible after that time for any person to work the ground; it continued in this state to my knowledge for many months after, and it remained in this state until Whitehouse, Horsefall, and others jumped the ground; my mates and myself then went to Mr. Thos. Chappell, senior, and informed him that it was utterly impossible for us to perform the contract; Mr. Chappell then said we could take out any of the stone, without breaking the surface between the water and the surface, and that he would crush some for us free of charge; we went to work and finished at November, one thousand eight hundred and seventy-one, when the quartz we raised was crushed; my mates and myself then continued to work for Mr. Chappell at the machine until Christmas of the same year; I am certain that the machinery at the Gulgong Reef was erected by Mr. Chappell, senior, for the purpose of working the said reef, and where the said machinery was erected was the nearest place that such machinery could be erected to work the said reef. And I make this solemn declaration, conscientiously believing the same to be true and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "*An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the Government of New South Wales, and to substitute declarations in lieu thereof, and for the suppression of voluntary and extra-judicial oaths and affidavits.*"

FREDK. RUSSELL.

Declared before me, at Mudgee, this 7th }
day of October, A.D. 1872,—

J. B. MEDLEY, J.P.

No. 16.

THE UNDER SECRETARY FOR LANDS to MESSRS. T. R. WOODLAND & PARTY.

Department of Lands,
Sydney, 21 November, 1872.

GENTLEMEN,

Referring to your letter of the 14 September last, and previous correspondence, relative to your application for the cancellation of a lease of an auriferous tract (No. 447) on the Old Gulgong Reef, Gulgong, authorized to be issued to Thomas Chappell, I am directed to inform you, that under the circumstances reported by the Commissioner in charge of the Western Gold District in this case, the Minister for Lands has approved of the lease in question being cancelled, which was duly notified in the *Government Gazette* of the 22nd ultimo.

I have, &c.,
OSBORNE RICH,
For the U.S.

No. 17.

No. 17.

MR. GOLD COMMISSIONER JOHNSON TO THE UNDER SECRETARY FOR LANDS.

Western Gold Fields Office,
Bathurst, 3 February, 1873.

SIR,

In accordance with the request contained in the annexed letter from Mr. Dunn, solicitor at Gulgong, I have the honor to transmit, for production in the Supreme Court, in the case noted in the margin, a letter from Mr. Chappell to me, with reference to the application for the forfeiture of lease No. 447, which was cancelled on Mr. Commissioner Browne's report, on 22nd October last.

2. This letter formed a portion of the papers, and was attached to the proceedings forwarded in my report upon the matter of 2nd August last, and returned in your communication of 28th October last, 72-1,565M.*

I have, &c.,
WHITTINGDALE JOHNSON,
Gold Commissioner.

* Copied and submitted with this return.

A.

Chappell v. Samper.

Gulgong, 26 January, 1873.

Dear Sir,

Could you oblige me with copy of Mr. Chappell's application for his 10-acre lease at Gulgong.

With reference to your letter of 28th March, 1872, to Samper and party, wherein you state Mr. Chappell had made certain representations as to water and machinery, will you inform me whether these statements were made by Mr. Chappell to you verbally or by letter; if by the latter, will you have any objection to forward such letter to the Department of Lands, so that I can subpoena some party in Sydney from that office to produce the same. If verbally, will you kindly inform me are you subpoenaed by Mr. Chappell. Your early reply will oblige, as trial fixed for 11th February.

W. Johnson, Esq.

Yours faithfully,
For GEO. M. DUNN,
EDWD CLARKE.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

AURIFEROUS LEASES.

(DATE FROM WHICH RENT COMMENCES.)

Ordered by the Legislative Assembly to be printed, 25 June, 1875.

COPY of Opinion of Solicitor General, respecting the date from which the rent upon Gold-mining Leases commences.

I AM of opinion that the rent in these cases commences from the date when the acceptance by the Crown of the application for a lease is communicated to the applicant, and that that should be the time at which the lease should be dated, and from which it should be taken to enure. I agree with Sir W. M. Manning that the matter is one of contract, and that, notwithstanding the application for the lease, and the permission (under Regulation 131) by the Commissioner to occupy, no valid claim for rent as such can be maintained by the Crown until some contract binding upon the Crown has been entered into for the granting of the lease. So long as the holding by the applicant is "subject to the decision of the Government as to the granting of such lease," I do not think that the relation of landlord and tenant can be said to exist between the Crown and the applicant, nor do I think that the deposit of money, to be held as rent, in advance for the first year of the tenancy when the tenancy commences, carries the case any further. Until a binding and mutual contract is entered into, the money can only be held by the Crown as the ground is held by the applicant, "subject to the decision of the Government as to the granting of the lease"; and in the absence of any express terms of agreement to such effect, I do not think the Government can refer back the period of commencement of tenancy to the time of application, or indeed to any time anterior to the mutual contract above referred to.

But the question arises when is such contract entered into;—when, in other words, is such contract complete with the exception of the actual issuing of the lease? In cases between subject and subject, the mutual execution of a formal document of lease is not always necessary to establish a valid demise *in presenti* (see Bacon's Abrid. General, tit. Leases, k.) where it is laid down that if words, sufficient to explain the intent of the parties that the one shall divest himself of the possession and the other come into it for a terminate time, are used, such words, whether they run in the form of a license, covenant, or agreement, are of themselves sufficient, and will, in construction of law, amount to a lease for years as effectually as if the most proper and authentic words had been made use of for that purpose.

There is an old case reported in Sir Francis Moore, *placitum* 31, in which the owner of land said, "You shall have a lease for twenty-one years of my land, paying ten shillings yearly rent; make a lease in writing, and I will sign it." This was held to be a sufficient lease for twenty-one years, for the Judges considered the intention to be that the lessee should have possession of the land immediately, and that the promise to seal a written lease was only for further assurance.

So in *Baxter v. Brown*, 2 W. Bl. 973, Abrahall and Lloyd signed an agreement with Brown worded that they agreed "with all convenient speed to grant him a lease, and they did thereby let and set to him" the premises for twenty-one years at £290 per annum, payable half-yearly to the lessors. The lease to contain the usual covenants. The Court said, "This is a good lease *in presenti*, with an agreement to execute a more perfect and formal lease in future."

I do not understand Sir W. M. Manning to contend that the only mode in which a binding contract can be entered into by the Governor is by the actual execution of a document of lease; nor do I myself think, having regard to the 7th section of the Gold Fields Act of 1866, and the Regulations thereunder, particularly Regulation 131, that there is anything to prevent the Governor, with the advice of the Executive Council, from entering into such binding contract, notwithstanding that the actual execution of the lease by the Governor is deferred to a future time. By the Regulations to which reference is expressly made in the application, and which therefore are at once incorporated into the agreement (and which are also referred to in the 7th section of the Act), the terms of holding are defined, the area to be leased, the rent, the period, labour, conditions, and all other matters, subject only to the assent of the Government to the letting, and when such assent is signified under proper authorization, *i.e.*, after the confirmation by the Governor in Council of the granting of the application, I think the tenancy is established, and, as an incident thereto, the rent accrues.

J. GEO. LONG INNES, S.G.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

BILLABONG GOLD FIELD.
(PETITION OF MINERS RESPECTING GRAZING OF SHEEP ON.)

Ordered by the Legislative Assembly to be printed, 30 June, 1875.

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

The Petition of the undersigned Miners on the Billabong Gold Fields,—

HUMBLY SHOWETH:—

1st. That your Petitioners are put to great loss and inconvenience through butchers, speculators, and sheep-farmers being allowed to continuously graze from four to five thousand sheep on this gold field, thus eating the grass which of right belongs to your Petitioners.

2nd. That Petitioners' horses and cattle will not graze on the same land with sheep; they consequently stray from the gold field to the squatters' runs, from which they are frequently impounded, to the great loss and annoyance of your Petitioners.

3rd. That your Petitioners, from the nature of their occupation, have to keep horses for raising the wash-dirt from their claims, and for carting to the machines, and for other purposes in connection with mining, in many cases our claims being very poor, and will not admit of buying horse feed at its present high rate, viz., £1.2 per ton for chaff; and if those flocks of sheep are permitted to depasture on the gold fields many of your Petitioners will be compelled to seek other employment to maintain themselves and family.

4th. Your Petitioners would also beg to bring before your notice the fact that some men travelling with sheep obtain a miner's right for protection for them to graze two or three thousand for months at a time on the gold fields.

5th. Your Petitioners would respectfully suggest that if the butchers must be allowed to run their sheep on the gold field that they will not be allowed to graze more than two hundred at a time on the gold field, that number being deemed sufficient for any one butcher for one week, and that the Warden or some other officer be instructed to allot a portion of the gold field for them to run on.

6th. That one man has been following the occupation of sheep-farming on this gold field for about three years, to the great loss of your Petitioners.

Your Petitioners therefore pray that your Honorable House will take the above premises into your consideration, and cause those sheep to be removed, in order that the miners may be allowed to follow their occupation.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 700 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

DISCOVERY OF GOLD.

(PETITION OF E. W. RUDDER.)

Ordered by the Legislative Assembly to be printed, 6 August, 1875.

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

MAY IT PLEASE YOUR HONORABLE HOUSE:—

Your Petitioner begs permission to ask your favourable consideration of the following statement.

The fact that Mr. E. H. Hargraves and Messrs. Tom and Lister were recognized and rewarded by the State for the part they took in the gold discovery of 1851, the particulars of which it is not your Petitioner's intention to bring under the notice of your Honorable House, beyond the part he took in it, and which, though known to the public, and as he respectfully submits, were of equal importance with those of Mr. Hargraves, and of more than those of Messrs. Tom and Lister, were lost sight of or ignored; an act which your Petitioner deeming to be partial and unjust, induced him to publish and address to your Honorable House, in the year 1861, a narrative of his connection with that event, in the humble hope that some Member of the Legislature would, from the manifest justness of such a step, bring before your House his claims, with a view to their recognition. Had Mr. Hargraves' services never been recognized, your Petitioner feels he would have no cause for complaint, but being so—together with those of his assistants, he respectfully submits his being passed was neither considerate nor just. The late renewed vote of additional compensation to Mr. Hargraves has kindled a deep sense of wrong; he therefore, with the advice of influential friends, has ventured to obtrude on your notice, and earnestly ask of your Honorable House to extend your indulgence to him by taking into your favourable consideration the following facts, to which he will allude as briefly as possible, further particulars being obtainable if desired on reference to his pamphlet of 1861, the statements in which have never been called in question. In the year 1850 your Petitioner went to California, where he joined the late Simpson Davidson, Esquire, author of a work entitled "Gold Deposits in Australia," and Mr. E. H. Hargraves, with each of whom he made separate as well as joint journeys of discovery and investigation. To these gentlemen he repeatedly expressed his conviction that from what he had observed of the geology of that country, and from that which he knew of New South Wales, "that if it existed in the one country, it must in the other." Mr. Davidson in his work (p. 49-50) says, "Mr. Rudder and I had a good deal of controversy on abstract geology in connection with gold, and, to his calling my attention to the doctrine of gold dissemination in granite, do I especially owe much subsequent observation which I made to satisfy myself of the relation of the precious metal to rocks of granitic character." Of these discussions Mr. Hargraves had often the benefit. To them your Petitioner expressed his intention to investigate the subject on his return to this Colony. He made two journeys from San Francisco to the Gold Fields, and on his return from the first, which was with Mr. Davidson, one of his first acts was to write to New South Wales, which he did May 4th, 1850. The greater part of his letter was published in the *Herald* of Monday, July 22nd, 1850. He begs to call particular attention to the date of this letter, in which was described the nature of gold-mining so clearly that any person then in this Colony who had heard of the Rev. W. B. Clarke's, Mr. Smith's, or Mr. McGregor's discovery of matrix gold, could have proceeded at once and discovered alluvial gold in Australia. This was more than twelve months before the meeting at Ophir, on the 13th May, 1851, between Mr. Hargraves and Mr. Stutchbury on the part of the Government took place. Prior to leaving California, your Petitioner despatched a messenger on foot, a distance of 30 miles, to see Mr. Hargraves and inform him of the fact, giving him the option to return with him and join in his intended search for gold in this Colony should circumstances permit. Mr. Hargraves' absence in San Francisco prevented the delivery of this message. Your Petitioner's plans were, under the dispositions of an all-wise God, frustrated; he was shipwrecked, and after great privation, battling with the elements, traversing a tempestuous ocean for 900 miles in an open boat, himself and shipwrecked companions reached Port Macquarie in safety, but in a state of great exhaustion, himself, like many others, with the loss of everything but that he had on and about his person. One object intended by your Petitioner's letter of May 4th, 1851, was to stem the tide of emigration then flowing into California from this Colony. This letter was placed by a mutual friend in the hands of His late Excellency, Sir Chas. Fitzroy. On the 22nd of February, 1851, a second letter of your Petitioner's, headed "California," appeared in the *Morning Herald*, being

being forty-two days previous to the announcement of the gold discovery, ten days after the actual discovery of the first five specks of gold by Mr. Hargraves, at Guyong, and four after their arrival in Sydney and he had seen them. This letter contained so minute a description of the process of testing soil, known familiarly as prospecting, that any person possessed of common sense might have developed its golden treasures with as much success as Mr. Hargraves, and thus your Petitioner actually paved the way for the events of the following month of May, when the rush to Ophir took place, by placing at the disposal of miners, instructions how to proceed in their work in a simple and intelligent form. On the 25th of March, 1851, your Petitioner delivered a lecture in the School of Arts, Sydney, on California, a very flattering notice of which appeared in both the *Herald* and *Empire* of the 26th. The *Empire* had the following remark:—"The lecturer gave a very eloquent description of the physical peculiarities of California and a very minute description of gold-mining." Your Honorable House will thus perceive that he brought the subject of gold-mining fully before the colonial public. Your Petitioner begs most respectfully to call your especial attention to the following fact:—A letter announcing the "gold discovery," of which he was the author, dated the 2nd of April, appeared in the *Herald* of the 4th of April, 1851, in which he stated "A Gold Field has been discovered extending over a tract of country of above 300 miles in length." Your Petitioner feels justified in considering, when subsequent events are considered, that this letter was the most important ever published in this Colony, certainly at that period of its history. At this critical period of his history the discoverer of gold consulted him as a friend and confidant, and it was at your Petitioner's urgent request that he obtained a reluctant consent to make known the discovery to the public, and by so doing turned the scale in Mr. Hargraves' favour. Your Petitioner knew all that transpired. The first five specks of gold discovered were placed in his hands, inspiring him with hope, when the discoverer himself deemed "the speculation would be a bad one," who your Petitioner aided by encouragement, advice, and assistance at this critical period as far as was within his power. At the lecture alluded to your Petitioner exhibited diagrams of the most approved gold-washing machine then used by Californian miners, and fully explained the method of using it; he also gave instruction to the workman who made the first machine ever put together in Australia, and personally inspected the second, which was made at Bathurst, on the 14th of May, 1851, and publicly exhibited for the general benefit, and was, he believes, the first ever worked on the Gold Fields of Australia, the first machine not having been used at that time. Your Petitioner met Mr. Stutchbury at Ophir, on his official visit, and put up the first tent ever erected on the Gold Fields of New South Wales, which was on the 17th May, 1851, in which that gentleman frequently met him and discussed mining matters, &c. On the 22nd of June J. Hardy, Esq., the first Gold Commissioner, arrived at Ophir, and almost immediately after called upon your Petitioner with Easington King, Esq., to obtain such information as from his experience he could supply for his guidance in the prosecution of his new and important duties, when he unhesitatingly placed at that gentleman's disposal all the information he possessed. Upon the information so obtained Mr. Hardy acted with marked success, order and peace prevailing where disorder and confusion had previously reigned supreme. At this time your Petitioner instructed many in the proper process of gold-washing, not a few washing away all the fine gold and preserving only the coarse. In June his attention was directed to gold in quartz, and the result published in the *Herald* of July 13. On the 31st July he transmitted specimens of amalgamated gold for the information of the Government. On this and on all occasions he made known his views and discoveries as public as possible. On the 18th July, 1851, he drew attention to the waste of gold and the best means of prevention, through the medium of the *Bathurst Free Press*. The first announcement of the gold discovery in England was made by your Petitioner, and was alluded to in the *Empire* of Dec. 9, 1851. Finally, your Petitioner was the cause of Mr. E. H. Hargraves going to California, where he met that gentleman according to previous understanding, though after some delay, on the 11th of March, 1850.

Nearly all he has thus had the honor to bring under the notice of your Honorable House can be supported by documentary evidence, and what has not can be sustained by living witnesses. Much has been omitted which has been laid before the public in the works of the Rev. W. B. Clarke, Messrs. Davidson and Hargraves, having reference to your Petitioner in connection with the gold discovery. Your Petitioner respectfully ventures to state, and he hopes shown to the satisfaction of your Honorable House, that to him, more than to any other person living, is Australia indebted, directly or indirectly, to the discovery of gold and its development in the year 1851. He has already trespassed largely on your time and patience, yet omitting much he might advance in support of his claim to your favourable consideration. He now appeals to the justice of your Honorable House, confidently leaving his case in your hands, praying your impartial and favourable consideration of this Petition.

Your Petitioner, as in duty bound, will every pray, &c.

E. W. RUDDER.

East Kempsey,
30th July, 1875.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINERAL SELECTION AT MILBURN CREEK.

(PETITION OF RICHARD NEVILLE, ROBERT MARTIN, AND OTHERS.)

Ordered by the Legislative Assembly to be printed, 13 May, 1875.

To the Honorable the Members of the Legislative Assembly, in Parliament assembled.

The humble Petition of Richard Neville, Thomas Neville, James Lynch, and Robert Martin,—
RESPECTFULLY SHOWETH:—

1. That, on or about the 15th September, 1872, the Petitioners selected, as a mineral conditional purchase, 40 acres of land at Milburn Creek, and went into possession and commenced working at once.

2. That a person named Thorne saw them so working about a fortnight after they had commenced, but never questioned their right until the surveyor came on the ground some time afterwards.

3. That when Mr. Machattie, the surveyor, went to survey the land, Messrs. Baker and party, of whom Thorne was one, disputed their right then for the first time; and the surveyor, after investigation, drew up a report in Petitioners' favour, and forwarded it, together with a plan, to the Lands Office.

4. That the District Surveyor (Mr. Fisher) was subsequently sent by the Minister to inquire into the dispute; and, after taking evidence, he told Messrs. Baker & Co. that they must disprove their being parties to a letter (now in Mr. Fisher's or the Lands Department's possession) which had been sent by Thorne to one Whitty, who marked their selection for them, and which letter clearly proved that the land they marked could not be the land applied for and taken possession of by your Petitioners.

5. That at an interview with the Honorable the Minister for Lands that gentleman stated that the matter would be decided on the report of the surveyors.

6. That finding the reports of both surveyors against their claims, Messrs. Baker & Co. forwarded to the Lands Office a statement made by Thorne, and witnessed by Mr. Baker, M.L.A., one of themselves, and that, solely on that statement, as your Petitioners believe, Mr. Farnell decided against them, although they had (4) four sworn declarations to entirely disapprove Thorne's statement, and that the Government subsequently issued the lease to Messrs. Baker and party, without giving your Petitioners an opportunity to put in those declarations.

7. That after the dispute arose between Petitioners and Messrs. Baker and party, that party were allowed to amend their description,—a course which your Petitioners believe to be unusual and unfair.

8. That having every confidence in the justice of their claim, and believing that the matter would be decided, as stated by the Minister, on the surveyor's report, they continued working, and built a house, and raised several tons of copper ore, &c.

9. That, to their astonishment and dismay, they received a notice that a lease of the ground had been granted to Messrs. Baker, Thorne, and party, which was immediately followed by a letter from Messrs. Baker and party's solicitor, warning them at their peril against removing any of the ore from the ground.

10. That with as little delay as possible they forwarded a Petition to His Excellency the Governor and the Honorable the Executive Council, and received an answer to the effect that the Cabinet saw no reason for interfering with the decision referred to.

11. That the four declarations referred to were made by Messrs. Whitty, Jordan, Markham, and T. Neville, and that Whitty in his declaration states that he marked the land for Messrs. Baker, Thorne, and party according to Thorne's instructions, and that afterwards Thorne asked him to say, contrary to the fact, that the land he (Whitty) then marked was that now in dispute.

12. That Jordan states that he has no interest in this disputed ground; that after Whitty marked the ground for Messrs. Baker, Thorne, and party, Thorne came and altered their marks, and asked him (Jordan) to show him his northern boundary, which he (Jordan) did; that Thorne then marked trees about 6 feet from such northern boundary.

13. That the land which Messrs. Baker and party so selected is about 25 to 30 chains distant from that now in dispute.

14. That your Petitioners having been the first applicants for the land in dispute, and the first occupants of it, and the surveyor who was sent to survey it, and the District Surveyor to whom the dispute was referred, having both decided in Petitioner's favour, your Petitioners feel aggrieved at the decision of the Government, and pray that your Honorable House will take the matter into consideration, and afford such relief as to your Honorable House may seem meet.

And your Petitioners will ever pray.

ROBERT MARTIN,
(For self and party).

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

REPORT FROM THE SELECT COMMITTEE

ON

MINERAL SELECTION AT MILBURN CREEK ;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
4 August, 1875.

SYDNEY : THOMAS RICHARDS, GOVERNMENT PRINTER.

1875.

1875.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 46. TUESDAY, 25 MAY, 1875.

2. MINERAL SELECTION AT MILBURN CREEK (*"Formal" Motion*):—Mr. Cameron moved, pursuant to Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire into, and report upon, the Petition of Richard Neville and others, relative to the ownership of a Copper Mining Lease at Milburn Creek.
- (2.) That such Committee consist of Mr. Lucas, Mr. Abbott, Mr. Farnell, Mr. T. G. Dangar, Mr. Terry, Mr. Davies, Mr. Dibbs, Mr. Wisdom, Mr. W. C. Browne, and the Mover.
- Question put and passed.
-

VOTES No. 52. WEDNESDAY, 2 JUNE, 1875.

4. MINERAL SELECTION AT MILBURN CREEK:—Mr. Cameron (*with the concurrence of the House*), moved, without Notice, That the Return to an Order laid on the Table of this House on 13th February, 1874, respecting Mineral Selection, Milburn Creek, be referred to the Committee now sitting on that subject.
- Question put and passed.
-

VOTES No. 97. WEDNESDAY, 4 AUGUST, 1874.

2. MINERAL SELECTION AT MILBURN CREEK:—Mr. Cameron, as Chairman, brought up the Report from, and laid upon the Table the Minutes of Proceedings of, and of Evidence taken before, the Select Committee for whose consideration and report this subject was referred on 25th May, 1875, together with Appendix.
- Ordered to be printed.
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1875.

MINERAL SELECTION AT MILBURN CREEK.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 25th May, 1875,—“with power to send for persons and papers, to inquire into and report upon the Petition of Richard Neville and others relative to the ownership of a Copper Mining Lease at Milburn Creek,” and to whom was referred, on the 2nd June, 1875, “the Return to an Order, laid on the Table of the House, on 13th February, 1874, respecting Mineral Selection at Milburn Creek,”—have agreed to the following Report:—

1. Your Committee have examined the witnesses named in the List,* and considered the evidence in conjunction with the declarations appended thereto, and are of opinion that the contradictory statements therein contained prevent them from recommending any interference on the part of your Honorable House.

2. Your Committee are of opinion that, from the facts elicited in evidence, the Supreme Court of the Colony, and not your Honorable House, would be the proper tribunal to decide the question of the rightful ownership of the land in question.

ANGUS CAMERON,

Chairman.

No. 2 Committee Room,

Sydney, 4th August, 1875.

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 28 MAY, 1875.

MEMBERS PRESENT:—

Mr. Cameron,	|	Mr. Wisdom,
		Mr. Farnell.

Mr. Cameron called to the Chair.

Entry from Votes and Proceedings appointing the Committee *read* by the Clerk.

Committee deliberated.

Ordered,—That Mr. R. Martin be summoned to give evidence next meeting.

[Adjourned to Tuesday next, at *Eleven* o'clock.]

TUESDAY, 1 JUNE, 1875.

MEMBERS PRESENT:—

Mr. Farnell,	|	Mr. Terry,
Mr. T. G. Dangar,		Mr. Cameron.

In the absence of the Chairman, Mr. Farnell called to the Chair *pro tem*.

Mr. Robert Martin called in and examined.

A 4.) Witness *handed in* certain documents which were ordered to be appended. (*See Appendices A 1 to*

The Chairman (Mr. Cameron) entered the room and took the Chair.

Witness withdrew.

Resolved,—That the Chairman take the necessary steps to have the Return to Order, laid on the Table of the House on 13 February, 1874, in reference to Mineral Selection at Milburn Creek, referred to this Committee.

Committee deliberated.

Ordered,—That Mr. Robert Martin be summoned to give evidence next meeting.

[Adjourned to Tuesday next, at *Eleven* o'clock.]

TUESDAY, 8 JUNE, 1875.

MEMBERS PRESENT:—

Mr. Cameron in the Chair.

Mr. Farnell,	|	Mr. Davies,
Mr. T. G. Dangar,		Mr. Terry.

Entry from Votes and Proceedings, referring Return to Order laid on the Table of the House, on 13th February, 1874, *read* by the Clerk.

Mr. Robert Martin called in and further examined.

Witness withdrew.

Ordered,—That William Blackman, Esq., be summoned, and James Watson, Esq., M.P., be requested, to give evidence next meeting.

[Adjourned to Friday next, at *Eleven* o'clock.]

FRIDAY, 11 JUNE, 1875.

In the absence of a quorum, the meeting called for this day lapsed.

WEDNESDAY, 16 JUNE, 1875.

MEMBERS PRESENT:—

Mr. Cameron in the Chair.

Mr. Farnell,	|	Mr. W. C. Browne,
		Mr. Terry.

William Blackman, Esq., called in and examined.

Witness *produced* original Papers in the case under consideration, and *handed in* copy of original application of Richard Neville for disputed Mineral Selection at Milburn Creek, which was ordered to be appended. (*See Appendix B.*)

Letters from parties interested in the Mineral Selection, Milburn Creek, *handed in* by the Chairman. (*See Appendices C 1 and 2.*)

Mr. Farnell moved, and Question put,—That the documents be printed as an Appendix to the Evidence.

Committee

Committee divided.

Ayes, 2.		No, 1.
Mr. Farnell,	|	Mr. Terry.
Mr. W. C. Browne.		

And so it was resolved in the affirmative.
Committee deliberated.

Ordered,—That Mr. Surveyor Machattie be summoned to give evidence next meeting,
[Adjourned to Tuesday next, at *Eleven* o'clock.]

TUESDAY, 22 JUNE, 1875.

In the absence of a quorum, the meeting called for this day lapsed.

FRIDAY, 25 JUNE, 1875.

MEMBERS PRESENT :—

Mr. Terry,		Mr. Farnell,
	|	Mr. Davies.

In the absence of the Chairman, Mr. Farnell called to the Chair *pro tem*.
Committee deliberated.

[Adjourned to Tuesday next, at *Eleven* o'clock.]

TUESDAY, 29 JUNE, 1875.

MEMBERS PRESENT :—

Mr. Farnell,		Mr. Terry.

In the absence of a quorum, the meeting called for this day lapsed.

FRIDAY, 2 JULY, 1875.

MEMBERS PRESENT :—

Mr. Terry,		Mr. Farnell.

In the absence of a quorum, the meeting called for this day lapsed.

MONDAY, 5 JULY, 1875.

MEMBERS PRESENT :—

Mr. Cameron in the Chair.

Mr. Farnell,		Mr. Terry,
	|	Mr. T. G. Dangar.

Mr. George Martin called in and further examined.

D 4.) Witness *handed in* certain documents, which were ordered to be appended. (*See Appendices D 1 to*

Witness withdrew.

E. A. Baker, Esq., M.P., called in and examined.

and 2.) Witness *handed in* certain documents, which were ordered to be appended. (*See Appendices E 1*

Witness withdrew.

Committee deliberated.

Ordered,—That James S. Farnell, Esq., M.P., be requested to give evidence next meeting.

[Adjourned to Friday next, at *Eleven* o'clock.]

FRIDAY, 9 JULY, 1875.

MEMBERS PRESENT :—

Mr. Terry,		Mr. Farnell,
Mr. T. G. Dangar,	|	Mr. Cameron.

In the absence of the Chairman, Mr. Terry called to the Chair *pro tem*.

James S. Farnell, Esq., M.P., a Member of the Committee examined in his place.

Witness *produced* map of the County of Georgiana.

Committee deliberated.

Ordered,—That P. F. Adams, Esq., be summoned to give evidence next meeting.

[Adjourned to Tuesday next, at *Eleven* o'clock.]

TUESDAY, 13 JULY, 1875.

MEMBERS PRESENT:—

Mr. Farnell, | Mr. Terry,
Mr. T. G. Dangar.

In the absence of the Chairman, Mr. Farnell called to the Chair *pro tem*.

P. F. Adams, Esq. (*Surveyor General*), called in and examined.

Witness handed in Plan showing positions of disputed selection according to original description and amended descriptions of Neville and party.

Witness withdrew.

Mr. R. Martin called in and further examined.

Witness withdrew.

Committee deliberated.

[Adjourned.]

WEDNESDAY, 4 AUGUST, 1875.

MEMBERS PRESENT:—

Mr. Cameron in the Chair.

Mr. Terry, | Mr. Wisdom.

Chairman submitted Draft Report.

Same read and *agreed to*.

Chairman to report to the House.

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[To the Evidence of P. F. Adams, Esq., 13 July, 1875.]

Plan showing positions of disputed selection according to original and amended descriptions of Neville and party.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

MINERAL SELECTION AT MILBURN CREEK.

TUESDAY, 1 JUNE, 1875.

Present:—

MR. CAMERON,
MR. T. G. DANGAR,MR. FARNELL,
MR. TERRY.

ANGUS CAMERON, Esq., IN THE CHAIR.

Mr. Robert Martin examined:—

1. *Chairman.*] You presented a Petition to the Assembly in reference to a mineral selection at Milburn Creek? Yes. Mr. R. Martin.
2. That Petition has been presented by yourself and party? Yes. 1 June, 1875.
3. Will you state who those parties are? Richard Neville, Thomas Neville, James Lynch, and myself.
4. Were you one of the parties who took up the land? Yes.
5. That is, you were on the ground? I was on the ground.
6. You made an application to the Land Agent, under the 13th section of the Crown Lands Alienation Act? I am not well posted in the Mining Regulations.
7. This has nothing to do with the Mining Regulations. Your selection is a conditional purchase under the 13th and 19th sections of the Crown Lands Alienation Act, for mining purposes? Yes.
8. What kind of mineral land was it you applied to purchase? Copper.
9. Was it "Copper" that was filled in in that description? I do not know that it was "Copper"—it was "Working for minerals other than gold" in the description, I think.
10. After that application you proceeded to work this ground? Yes.
11. What was the first intimation you received with reference to a disputed right? Not until the surveyor came on the ground; Mr. Machattie was sent to survey the ground, and then we heard that Thorne had put in a claim for it, and also Joseph Martin and party.
12. Did you make representations to the head office as to the state of affairs? No. We gave evidence at the inquiry the surveyor made.
13. Be kind enough to state, as briefly as you can, what took place immediately after that? After the dispute we continued working the ground. Mr. Machattie roughly surveyed the ground, and sent the evidence taken on the ground to Sydney, and we continued working the ground until Mr. Fisher was sent to resurvey and report. We still went on working until after the ground was surveyed to Mr. Baker and party.
14. How long a time elapsed from the date of your first taking the ground to the receiving the intimation from Mr. Baker and party? I should think about a fortnight,—I could not say within a few days,—it might be three weeks.
15. I think you state that you had been working the ground, and had a certain quantity of ore on the surface? Yes.
16. You had not been working there long? We had been working a few days previous to conditionally purchasing the ground.
17. You had an interview with Mr. Farnell, the Minister for Lands? Yes.
18. What was the nature of that interview? I made an application for the statement made by Thorne, and witnessed by Mr. Baker, one of his partners, that I believed the dispute was decided upon.
19. The decision of the Minister for Lands was against you, and in favour of Baker and party? At first I believe it was decided in favour of Joseph Martin and party.

- Mr. R. Martin. 20. Joseph Martin and party are not now claimants in any way for this land? No, they have given in.
21. Baker and party are working the ground at the present time? Yes.
- 1 June, 1875. 22. Will you state the grounds upon which the Minister for Lands (Mr. Farnell) based his decision? I believe the decision of the Minister for Lands to have been based on mistaken information.
23. Then you think, on account of the manner in which you have been treated in this matter, you have a legitimate claim against the Government for redress? Yes.
24. At what do you estimate the loss you have sustained? I suppose the mine is worth £10,000.
25. There are other parties to this petition besides yourself? Yes.
26. Can those persons be produced here as witnesses? I had a letter from one of my partners the other day stating that, as they are only working men, they are not in a position to come down unless their expenses are forwarded to them.
27. You have their affidavits I believe? I have. (*The witness handed in the same. Vide Appendix A1 to A4.*)
28. In the first instance the report of the surveyor was against the claim of Baker and Company? Yes.
29. And it was upon subsequent information that the Minister arrived at his decision? Yes.
30. Had you these declarations as to the truthfulness of your claim ready to present to the Minister for Lands at the time the decision was given in favour of Baker? These arrived in Sydney the very day that I got the answer to the petition to the Executive Council and Governor; I had written for them before, but had not been able to get them down.
31. You state "that finding the reports of both surveyors against their claim, Messrs. Baker and Co. forwarded to the Lands Office a statement made by Thorne and witnessed by Mr. Baker, M.L.A., one of themselves, and that solely on that statement, as your Petitioners believe, Mr. Farnell decided against them, although they had four declarations to entirely disprove Thorne's statement." Is that really true? It is.
32. You had had no opportunity of forwarding this statement to Mr. Farnell prior to his decision in favour of the present occupants? No.
33. And after the dispute had taken place between your party and Mr. Baker's party as to the facts that the papers allude to, did they alter the description of the ground? Yes.
34. You have been to a considerable amount of expense in reference to this ground? Yes.
35. Will you briefly state the nature of the expenses you incurred and the improvements you made? We had sunk two shafts, had done a deal of trenching from one end of the lease to the other, proving that the lode ran through the ground. We had also put up a strong hut for our winter quarters, as Mr. Farnell said it was entirely a question of survey, and would be decided on Mr. Fisher's inquiry.
36. Mr. Farnell.] Who said that? You did.
37. To whom? To Mr. Thomas West.
38. Chairman.] How much do you estimate your actual expenses to be, so far as building this house goes, and the raising of these several tons of ore? About £80.
39. You have already petitioned His Excellency and the Executive Council in reference to this matter? Yes.
40. And received an answer that they saw no reason for interfering with the decision that had been made by the Minister for Lands? Yes.
41. Mr. Farnell.] You say that you worked this land previously to taking it up? Yes.
42. Under what authority? My miner's right. We were prospecting.
43. Under what authority did you work this mineral Crown land? We were prospecting; we very seldom take up ground without prospecting in the first instance.
44. When did your title to this land accrue? On the 19th September, 1872.
45. How long previously were you working this land? About two days previous to the 19th.
46. Then you were working the land prior to the date of selection? Yes.
47. What did you do when you selected the land? We sent Richard Neville into Carcoar to pay the deposit money. We were going to lease it at first, but when we saw it was so good we thought we had better take it up as a mineral conditional purchase.
48. Do you know who wrote the description? I did.
49. Was this the description of your land: "County of Bathurst, parish of Bracebridge, 40 acres, about 1 mile east of the road from Spring Vale to James Park, and about 1 mile in a southerly direction from Markham and West's copper lease"? No.
50. Can you give us what the description of your land was? It was—we did not put in a southerly direction from —
51. You say you wrote the description, and did not write southerly? Yes.
52. Are you sure of that? I do not think I wrote southerly.
53. Can you give us the description you did write? One boundary was Jordan and Ashe —
54. You cannot remember—perhaps I had better hand you this (*handing papers to witness*)—See if that is anything like your description? "Bracebridge" was not in the description I wrote out.
55. That is an exact copy of your description? I think it is likely, as Richard Neville took in this description to the Land Agent, that he might have been looking over the map, and seeing the name of Bracebridge, put it in. In our description Jordan and Ashe's name was our northern* boundary.
56. You did not describe it in that way—Is not that the exact description you sent in, with the exception of the "parish of Bracebridge" and the word "northerly"? It is substantially the description I gave. "Spring Vale to James Park" is correct, and Jordan and Ashe's name was our northern* boundary. Instead of this, in transmitting the description, the Land Agent wrote "southerly" instead of northerly.
57. Do you know the Land Agent? I have seen him.
58. Had your party any communication with him respecting this matter after the description came to the Lands Office? I wrote to Mr. North from Sydney, asking him if he would kindly send me a copy of the description given by our party.
59. Do you know that Mr. North wrote to the Lands Department on the 8th of October, 1872? I did not know it till I saw it in the papers.
60. It was to this effect:—"With reference to the application made by Richard Neville and others for a conditional purchase for mining purposes (No. 60, of 19th September last), the description should read, in a northerly direction from Markham and West's copper lease, instead of southerly"? I know one of the party went to Mr. North to explain that he had made a mistake in transmitting our description.

* Revised:—Southern.

ON MINERAL SELECTION AT MILBURN CREEK.

61. And on account of his going to Mr. North, Mr. North wrote this letter to the Lands Office? I Mr. R. Martin. suppose so. 1 June, 1875.
62. Did the Land Agent fill in the application, or did Neville? I could not say.
63. Upon that letter coming, it was recommended by one of the officers of the Lands Department that the description should be amended, and that it should be made to read northerly instead of southerly? Yes, from the papers I have seen, I suppose so; I was not aware of it before.
64. You have stated that this matter was decided previously in favour of Joseph Martin and party? Yes.
65. How do you know that fact? From the printed papers.
66. Do the papers disclose that fact? Yes; I think you will find it in a letter to Mr. Baker from you.
67. I find here—"It is obvious from this statement and the accompanying documents that Martin and others are entitled to the land applied for and selected by them.—J.S.F., 5/10/72." They did not apply for or select the land that is in dispute between yourself and Baker and Thorne—are you aware of that? —
68. Therefore the decision could not be that they were to have the land? That is not the letter I refer to. You will find you have written a letter to Mr. Baker, in which you state you had come to a decision five days previous to this in favour of Joseph Martin and party.
69. The letter must have been written subsequently to that, and must have been founded on that decision? It was before that.
70. Is this the letter you mean, addressed to Mr. Watson: "Referring to your letter of 4th instant, respecting certain mineral leases on Milburn Creek, near Cowra, in dispute between Messrs. Crane, Bennett, Baker, and Thorne, and Mr. Joseph Martin and party, I am directed to inform you that the Minister for Lands, upon the statements produced, has been pleased to decide that Mr. Joseph Martin and party are entitled to the land applied for and selected by them"? I do not think that is the letter. There is one letter, I am sure, in which you have said that you had come to a decision five days previously. I think Mr. Baker asked you to defer the case.
71. And I would not? Yes; he said he would come and bring the documents before you, and explain the case.
72. Is this the letter you refer to from Mr. Baker, dated 21st October, 1872? Yes.
73. That is not giving the land to Joseph Martin and party? That is not the letter I refer to.
74. Can you find the letter? This is it—"Telegram from Under Secretary for Lands to E. A. Baker, Esq., M.L.A."
75. The 15th October, 1872? Yes. "The Minister for Lands decided in favour of Martin and party four days prior to the receipt of your telegram of the 9th instant"
76. Is not that telegram founded upon my decision of 5/10/72? I do not think so.
77. There is no other decision? I think if I had time to look over the papers I could point it out to you.

TUESDAY, 8 JUNE, 1875.

Present:—

MR. DAVIES,	MR. FARNELL,
MR. T. G. DANGAR,	MR. TERRY.

ANGUS CAMERON, Esq., IN THE CHAIR.

Mr. Robert Martin called in and further examined:—

78. *Chairman.*] Have you seen a copy of the printed papers in this case? Yes.
79. You have seen the paper marked No. 32, a statement by Messrs. Thorn, Crane, and party, have you Mr. R. Martin. not? Yes. 8 June, 1875.
80. This statement is witnessed on behalf of Thorn, is it not, by Mr. E. A. Baker? Yes.
81. Is this the Mr. E. A. Baker who is one of the partners in this claim? Yes.
82. I suppose you know there is a statement made there that they claim the ground on account of prior application—Is that statement true? No.
83. Will you be kind enough to explain how you know it to be not true? Because their application was for other ground.
84. Can you explain to the Committee how you know it to be for other ground?* Because this statement of Thorn's is untrue, and is witnessed by his partner, Baker. Why not by a J.P.?
85. What statement? The statement sent to the Minister.
86. Do you mean that the whole statement is untrue? The statement that is enclosed to the surveyor with the instructions to survey the ground, that is the statement I am referring to.
87. Will you be kind enough to confine yourself to No. 32, and point out to the Committee what paragraph in the statement you consider to be untrue? We had four declarations made before a J.P. entirely disproving Thorn's statement. Thorn in his application makes no mention of a marked box-tree, neither was the said tree marked prior to the 19th September, 1872, when we applied for the ground. Further, Thorn states that the said tree is close to a small hole which he sank at the time, whereas the hole referred to was sunk some time previous by a person named Markham, who has made a declaration to that effect before a Justice of the Peace.
88. You see the fifth clause of this statement? I was referring to the fourth; the fourth is quite contrary.
89. Do you mean contrary to the truth? Yes.
90. In what respect? It says: "Because the description Neville gave at the time he made his conditional purchase on the 19th September shows that at that time he knew nothing of the copper lode on the forty acres in question, and had no idea of their claiming the land which Thorn then and now claims." That is quite the contrary.
91. *Mr. Farnell.*] Do you know that of your own knowledge? Yes.

92.

* ADDED (on revision):—On the affidavit of one Whitty, who marked Thorn's ground, also Thorn's letter to Whitty, No. 11, which confirms it.

- Mr. R. Martin. 92. *Chairman.*] You have admitted, have you not, in your previous evidence, that there was an error in your statement with reference to the relative positions, north and south? That is what is referred to in the 5th clause of this statement:—"In reference to Neville's description, it will be seen that he first applied for his 40 acres on the south of West, Jordan, and Ashe's 80 acres, and then, some days after, applied to take his land on the north, showing how little he knew at that time of the locality or the copper lode."
- 8 June, 1875. 93. You complain that this paragraph contains a misrepresentation? Yes.
94. Will you explain to the Committee in what the misrepresentation consists? Baker & Co. must know the error south instead of north in our description was made by the Land Agent at Carcoar, as admitted by him, and not by us; therefore it cannot be brought forward to throw dust in the eyes of the Minister.
95. You believe that the error on the part of the Land Agent, being merely an accidental one, was known to be such by Baker & Co.? Yes.
96. *Mr. Farnell.*] How do you arrive at that conclusion, that Baker & Co. must have known that? Well, he has been pretty well posted up all through the case. He told me himself that he got confused with the claims of the two Martins; he got confused the one with the other.
97. *Chairman.*] Who did—the Land Agent? No, Mr. Baker told me himself.
98. *Mr. Farnell.*] When did he tell you that? He told me that on the ground.
99. At what time? Before the dispute was settled.
100. About what month? It was when he came out with Mr. Machattie; he came out with the surveyor; it would be about January, 1873.
101. *Chairman.*] You had some conversation with Mr. Baker on the ground relative to this claim? Yes.
102. Did Mr. Baker show any willingness to compromise matters with you, or anything of that kind? Yes.
103. Will you explain to the Committee how and when? It was after the lease was issued. He told Mr. Thomas West he would like to see me. I met him at the Assembly, and we went into a private room, and he said—"What do you intend to do about this Milburn Creek affair?" I said—"I do not know what to do." He said—"The Government have offered you 40 acres to the north, east, or west; if you take my advice you will take the 40 acres to the north." I said I thought it very hard that after prospecting the ground and spending a good deal of money, we should be obliged to take ground we never applied for. He said—"I am going up the country, and will call upon your partners and make a proposal to them." I said—"You might as well make the proposal now to me, as I have power to act for my partners in the matter." He said he thought it would be better for me to go up with him, so that we could settle it all together. I told him I could not afford it, and I could not go.
104. Did he make the proposal he spoke of? Yes. He wanted us to take the 40 acres to the north and amalgamate the two claims, and then he proposed putting it into a Company at £100,000 in £1 shares, and he would give us 10,000 shares between us in our party. I told him I for one should not agree to it. Then he said, well, he thought it was the best thing we could do; however, I said I would not accept it, so he then proposed to hand over privately to me 5,000 shares.
105. To yourself, personally? To myself, personally.
106. Which you declined? Which I declined.
107. If you look at the sixth paragraph of the statement, No. 32, you will see that an objection is there taken that you have inaccurately described the parish in which this claim is situated. Is that statement true, that the parish was inaccurately described? Yes, "Bracebridge" appears to be a mistake; but the mention of the by-road from Spring Vale to James Park and in another direction Markham & West's copper lease, and as marked by applicants, together with the fact that we were working the ground continuously from date of selection, is conclusive that the 40 acres in question is the land intended to be selected by us and no other. Further, Baker & Co. cannot claim a point for this trifling mistake, seeing that they gave neither county nor parish in their description, so it is fair to infer that their description was anywhere they liked.
108. Had Baker & Co., up to the time when the dispute took place with reference to this land, ever done any work on it? No.
109. You had? We had.
110. And you had erected, had you not, some improvements on the ground? Yes.
111. Is it a fact that both the surveyors who surveyed this ground reported in favour of your party as against Baker & Co.? Yes.
112. Do you know on what date it was that the surveyor returned his report that the survey was made according to instructions? On the 23rd of February, 1873.
113. On what date, do you know, was the lease forwarded to His Excellency and the Executive Council, for their approval? On the 11th March, a period of sixteen days from receiving the report to forwarding the lease.
114. *Mr. Farnell.*] I think you stated that Mr. Baker was well posted up in this matter—Will you explain what you mean by that, who posted him up, and how it comes within your knowledge that he was posted up? He said he got confused with the two names at the land office, and could not tell which was which, whether J belonged to Neville and party or to Joseph Martin and party.*
115. When did that conversation take place? It was on the Sunday, as the lease was surveyed on the Monday.
116. That would be about the time Mr. Machattie went to measure the land? Yes, he came up with Mr. Machattie.
117. That would be in January, 1873? Yes.
118. That was after the decision was given in the matter? Yes.
119. Do you know at what time the lease was issued after the Executive Council approved of granting the lease? There is a lawyer's letter here from Mr. Dawson, dated March 20, 1873, in which Mr. Dawson states the lease is issued to his clients.
120. Will you just look at No. 49 of those papers, and tell me what was the date of confirmation and approval of the issue of the lease to Thorn, Baker, and party? "Confirmed 24/3/73." "Approved, H.R., 27/3/73."

* ADDED (on revision):—Further, see Minister's memo., page 12, No. 23. "Mr. Baker knows what is going on, and need not be further informed at present."

121. I think you stated in your previous evidence that the Minister had decided that Joseph Martin was ^{Mr. R. Martin.} entitled to this land in dispute? Yes.
122. Will you look at the decision of the Minister in No. 17, in answer to Mr. Watson's letter—the ^{8 June, 1875.} decision of the 5th October—you will see that the Minister says: "It is obvious from this statement and the accompanying documents that Martin and others are entitled to the land applied for and selected by them—Mr. Machattie should be instructed to survey the land for the selectors of mineral land above referred to." You see that? Yes.
123. That is, they were "entitled to the land applied for and selected by them"? Yes, but the land they were claiming was our ground.
124. The decision was that they were "entitled to the land applied for and selected by them." Will you refer to a telegram of 15th October, 1872, from the Under Secretary for Lands, No. 21. You see that telegram was sent by the Under Secretary for Lands to Mr. Baker, in reference to the decision in Joseph Martin's case—How long was that telegram sent subsequent to the Minister's decision of 5th October? It would be ten days.
125. In accordance with that decision, Mr. Machattie was instructed to measure and define the position of this land? Yes.
126. Did he do so? No.
127. Did Mr. Machattie not define the position of Joseph Martin's land? Yes, certainly.
128. Well, in what position did he define it? I will show you on the plan.
129. In Appendix A to the printed papers I think you will find it. Well, now, do you see by Appendix A that, in pursuance of his instructions to measure the land "as applied for and selected by them," Mr. Machattie has placed Joseph Martin and party's land in such a position that it does not clash or conflict with Neville and party's selection or Thorn and Baker's selection? Yes.
130. Now, Joseph Martin and party claimed that the land described was the land taken up by Baker and party and Neville and party? Yes.
131. And it also clashed with land taken up by West, Jordan, and party? Yes.
132. After that survey by Mr. Machattie, that decided the point as to the position of Joseph Martin's land? Yes.
133. There was no question subsequently as to their right to the land claimed by Thorn and Baker, and by Neville and party? No.
134. *Mr. Dangar.*] I understand your claim is that of Neville & Co.? Yes.
135. *Mr. Bannell.*] Are you aware that Joseph Martin and party employed Mr. Combes, a licensed surveyor, to define the position of their land? I have seen it in the papers, and I saw the surveyor on the ground.
136. Will you look at enclosure B to No. 44, Appendix F. You see by that plan (Mr. Combes's plan) that he places Joseph Martin's land in the position of the land taken up by Neville and party, and Thorn, Baker, and party? Yes.
137. Will you look at the description of Joseph Martin and party's land in No. 3—You will see in that description that they state there is "a tree branded J.O.C. about three-quarters of a mile in an easterly direction from the north-east corner of a block of 1,000 acres charted as a village reserve"? Yes.
138. Three-quarters of a mile is 60 chains, is it not? Yes.
139. Turn over to the plan Appendix F, and you will find that Mr. Combes has measured that line 123 chains and 11 links? Yes.
140. That is 63 chains 11 links more than is contained in the description, is it not? Yes.
141. Now there are two descriptions in No. 3 and No. 4, in the printed papers, and they apply to the same piece of land as the one we have just looked at? Yes.
142. If you look at No. 5 you will see the description of mineral lease, 11,298, "situated about half-a-mile in an easterly direction from the north-east corner of No. 2 block, 1,000 acres, formerly granted to Mrs. Bridget Markham"? Yes.
143. Half a mile is 40 chains? Yes.
144. Now, if you will look at Appendix F again, you will see the north-east corner of Mrs. Bridget Markham's 1,000 acres from which Mr. Combes has started his survey? Yes.
145. And measured to a box-tree marked W? Yes.
146. What distance has Mr. Combes measured there? 96 chains 18 links.
147. Therefore Mr. Combes has measured 56 chains 18 links further than he should have done in accordance with the description? Yes.
148. I think you stated in your former evidence that Thorn and Baker's descriptions have been altered? Yes.
149. Can you point out in which way they have been altered? If you will look at No. 11, Mr. Thorn's letter to Mr. Whitty.
150. Have not Thorn and party made more than one application for land? Not at that time.
151. Is there any alteration of the description lodged on 3rd September, 1872, for this 40 acres of land now in dispute? Yes, the land they took up on 3rd September, 1872, is on the Bald Hill. You will see here it distinctly states the Bald Hill twice. (*Thorn's letter to Whitty, No. 11.*)
152. Will you look at the description in No. 10, dated 3rd September, 1872, which says it is situated "on a hill at the back of the Bald Hill" (*description read*); has there been any alteration made in that description? Yes, the ground they took up was on the Bald Hill, but the ground they now claim is on a hill at the back of the Bald Hill.
153. Have you read the description marked 12,988, as sent by Mr. Adam, of the Survey Office, to Mr. District Surveyor Fisher—Is not that the same description as is contained in Crane, Bennett, and Baker's application? Yes, the descriptions are the same.
154. Then there is a letter from Mr. Baker to the Secretary for Lands, dated 17th September, 1872, No. 15, that is an application for 40 acres "situated on a hill at the back of the Bald Hill" (*description read*); you see that? Yes.
155. You will see also that on 17th January, 1873, there is a selection made by Charles Bennett for Wm. Crane and Charles Bennett, No. 37? Yes.
156. Then No. 47 is an application made by Bennett, Polson, Thorn, and Baker, per Charles Bennett, for 20 acres, on 3rd March, 1873? Yes, I see that.
157. You see the description: "Bounded on the north by 40 acres taken up by Crane, Bennett, Thorn & Co.," and so on? Yes.

- Mr. R. Martin. 158. If you look at page 28, No. 56, you will see a letter from Thorn and Baker to the Secretary for Lands, dated 23rd April, 1873, stating that they had made application for a lease of 40 acres on the south of Thorn, Baker, Crane, and Bennett's 40 acres, situated at Milburn Creek. Then they go on to say something in reference to Fagan's 20 acres. Then Mr. Bennett, No. 57, writes to the Secretary for Lands on 24th April, in reference to this application? Yes.
159. You will see that the Minister decided that they could not have these 40 acres—"Parties who select certain areas must be held to those areas. In this case, the area applied for is not available, therefore they must select elsewhere. The subdivision of areas applied for is objectionable upon many grounds, and would in many cases work unjustly. The selection of the 20 acres appears to me to be a correct one, and should stand." You see that? Yes.
160. Do any of these late selections by Thorn and Baker, and by Bennett and Thorn, and so on, clash with your mineral conditional purchase? No, not since the application on 3rd September, 1872.
161. That is the only one that clashes with yours? Yes.
162. I think you stated that both the surveyors reported favourably to your claim? Yes.
163. Do you know what the district surveyor was instructed to do? I think he was sent up to take evidence, and roughly survey the ground, to explain it to you.
164. How did you acquire that information, that he was instructed to take evidence? He took evidence there.
165. But you say he was instructed to do it? Mr. Thomas West told me Mr. Fisher was coming up to inquire into the matter.
166. Will you look at page 12, where the Minister gave a decision in reference to these matters and what should be done, on 3rd December, 1872.—"Mr. Fisher has been requested to define the position of the land and report thereon." There is no instruction there for him to take evidence.
167. Do you know upon what ground Mr. Fisher reported favourably to Neville's claim? Because the description of Thorn & Co. did not apply to this ground.
168. Was that the ground? Yes; and that we had been continually working the ground since the date of application, and proved the value of it.
169. Is this not one of the reasons assigned by Mr. Fisher why they should have the land,—“As Neville & Co. have worked their ground continually since date of application, developing the lodes of copper by sinking two shafts, and a large amount of trenching, whereas Messrs. Crane, Thorn, & Co., have only done a few hours' work near the box-tree above mentioned, and this subsequent to Messrs. Neville & Co.'s occupation of the land, I consider Crane, Thorn, & Co.'s lease should not include any of Messrs. Neville & Co.'s workings, but might extend 1 chain further north than the box-tree, as shown on my plan.” Is not that one of the reasons assigned why they should have it, because they worked the land? Yes.
170. Are you aware that on account of a letter having been sent to the Lands Office, an instruction was given that some surveyor other than Mr. Machattie should measure this land? Yes, I have seen an account of it in these papers.
171. What was the date of the first letter your party sent to the Lands Office in reference to this matter; I think you will find it at page 14, No. 28? 20th December, 1872.
172. In that letter to the Secretary for Lands, you say:—"We have the honor to state, and are prepared to make an affidavit, that we have been in continuous possession of the copper lease that is now disputed by Martin & Co., and Baker, Thorn, & Co., since the day of our selecting same? Yes.
173. And you go on to state that you never received any notice from these parties to leave off working the ground? Yes.
174. Did you send any affidavits or declarations to the Lands Office in proof of your claim to this land? No.
175. How long was it from the time of this dispute until you wrote this letter? About three months,—from 19th September to 20th December.
176. That was three months before you wrote to the department? Yes.
177. When did the Minister decide that Thorn, Baker, and party, were entitled to the land—If you look at No. 34, you will see it was the 14th January, 1873? Yes.
178. When did you make the next communication to the Lands Office in reference to this matter? On the 4th February, 1873,—No. 40.
179. In that letter you say that "Mr. Baker, M.L.A., misrepresented the case to you (the Secretary for Lands), inasmuch that Thorn's affidavit is perfectly untrue, and that we are prepared with several affidavits to prove that Thorn never sank the shaft that he stated he had done, and never took possession of the ground in dispute, but marked out other ground." Did you ever put in any affidavits after sending that letter to the Lands Office? No.
180. Nor any proof whatever in reference to your claim? No; we depended upon the report of the surveyor. Mr. Thomas West, M.L.A., had seen you several times about it.
181. I do not remember it? He told me he had seen you.
182. We come now to the letter of 26th March, No. 50. In that letter you refer to a statutory declaration having been made by Thorn, in reference to a copper selection, the title to which is disputed, and you made application for a copy of it? Yes.
183. I think you called personally, did you not? Yes, I made a verbal application first (March 11th, 1873), and you told me you could not give it on a verbal application,—you must have a written one.
184. In reply to that application the Minister decided that "Mr. Martin can have a copy of the declaration upon payment of the usual fee"? Yes.
185. That was on the 13th March? Yes.
186. You got a copy of that declaration? Yes.
187. What was the next action you took in reference to this matter? We petitioned the Governor and Executive Council to stop the issue of the deed until full inquiry was made into the affair.
188. Do you know what date that was? 17th March, 1873, No. 51.
189. This petition is a statement of your case? Yes.
190. In this petition you state that you can disprove Thorn's declaration by four witnesses or more? Yes.
191. Did you ever send in any affidavits to the Executive Council or to the Governor in support of this petition? No; I received the declarations the same day that I got the answer to this petition.
192. You have written several letters to the Secretary for Lands stating that you could provide evidence that would refute the evidence given by the other parties—how was it you never sent it in? We could not

- not get the men nor get the time to go to Cowra to make the declarations before a Justice of the Peace. Mr. R. Martin.
 193. It was six months from the date of dispute, 19th September, to the date of this petition, 17th March; surely you could have got the evidence during that time? We never thought it necessary; we never had any notion of losing the ground. 8 June, 1875.
 194. If you did not think it necessary, why did you always refer to witnesses who could prove your case? They promised they would make these declarations, but it was put off and put off till after I left there; I could not get the men to go into Cowra to make these declarations, and when I saw the lease was surveyed I immediately came down to Sydney.
 195. Will you look at your petition to the Executive—You will see that that petition came into possession of the Minister for Lands on the 27th March, 1873. That was two months or nearly so after the decision of the Minister, was it not? I did not know how you had decided till Mr. Machattie and Mr. Baker came there to survey the ground. I do not know how long that was after your decision.
 196. The Minister's decision was given on the 14th January, as you will see if you look at No. 34? Yes, but we did not know how it was decided until the surveyor came; I do not know what date that was.
 197. You gave some evidence as to the value of this mine—I think you valued it at £10,000? Yes.
 198. Will you inform the Committee how you arrive at that value? The Company is floated at £72,000 and registered.
 199. *Mr. Davies.*] Is it in a Company now? Yes.
 200. *Mr. Farnell.*] Does it come within your knowledge that Mining Companies have been floated for many thousand pounds without being worth as many shillings? Yes.
 201. This is a mineral conditional purchase? Yes.
 202. Not a lease? No.
 203. What price would you have to pay the Government for this land on completion of the purchase? I think it is £2 an acre.
 204. That is, you would pay the Government £80 for this piece of land? Yes.
 205. I think you said previously, that you wrote out the description of the land, and gave it to Neville to take to the Land Agent? Yes.
 206. I think I asked you a question when you were here before, with reference to the Land Agent writing down about your description, correcting it? Yes.
 207. I do not know whether you told us at that time how he came to do that—how he came to write down and correct your description some time after the dispute had arisen. Do you know who set him in motion to write that letter of the 8th October, 1872, No. 19? One of our party went in to him.
 208. After the dispute had arisen? No, previous to the dispute.
 209. Do you know it is the duty of the Land Agent to send in all applications for conditional purchases on the Monday succeeding the Land Office day? I was not aware of that.
 210. You are aware that this note of the Land Agent was taken to be an amendment of the description. Will you look at the note signed "W.B.," at the bottom of the Land Agent's letter. "It is recommended the amendment may be allowed, provided the land is vacant Crown Land, and open to conditional purchase." That was approved by the Minister on 4th November, 1872? Yes; but we made no application to amend our description.
 211. But the Land Agent did for you? He distinctly states in another letter that the mistake was his, and not that of Neville and party.
 212. Where does he state that? Page 23; at the bottom of enclosure to No. 43.
 213. Who says so—Has the Land Agent himself ever said anything of the kind? There is a note here: "There was a letter from the Land Agent attached to this, stating the mistake was his, as Neville stated northerly from Markham, west Jordan & Co.'s lease, and it would be hard to deprive him of the land he marked and intended to take up, from a mistake of the Land Agent."
 214. Does the Land Agent's letter say that. (*Letter read*). You have received back the deposit for this selection? No; a printed form was sent to us, but we never applied for the money since. Of course, if we took the money back we would have no further claim.
 215. You have received the refund voucher in this case, but have not made use of it? No.
 216. How do you arrive at the value of £10,000 you fix on this mine? Mr. Baker offered us 10,000 £1 shares paid up.
 217. Are the shares worth £1 each? I would rather have the money than the shares, if it was in 100,000 shares, as he proposed to put it. I have not the slightest doubt it could be sold for £10,000 now.
 218. *Chairman.*] That is according to your opinion? Yes.
 219. *Mr. Davies.*] Has the mine been worked? Yes.
 220. What money has been spent upon it? We spent about £80 on it. We sank two shafts, and trenched it from one end of the claim to the other, and proved the lode going down right through the lease.
 221. What was the size of the trenches? Some four or five feet and some six feet, according to the rock, and further up the hill a little narrower.
 222. Is it a properly defined lode? Yes.
 223. What description of wall? Slate.
 224. Not granite? No. It is a belt of slate country where the copper has been discovered.
 225. Did you raise any ore? Yes.
 226. Did you sell it? No, we never removed anything from the ground; all our tools and everything are there yet.
 227. What quantity did you raise? I suppose four or five tons.
 228. Who set this value of £10,000 upon the claim? That is what I should say would be about the value of it.
 229. Are you a civil engineer? No.
 230. Have you had any civil engineer to report upon it? No, but we have had several mining captains. Captain Rhodes, from South Australia, said he believed it was the making of one of the finest copper mines in this Country; he said the indications around were very good.
 231. Who is in possession at present? Baker & Co.
 232. Are they working? Yes.
 233. Raising ore? Yes; they have smelting works there, and are smelting the ore.
 234. What is the date of Baker & Co.'s application? 3rd September.
 235. What is the date of yours? 19th September.

Mr. R. Martin. 236. Then Baker and party made a prior application? They made a prior application, but not for the same ground.

8 June, 1875. 237. *Mr. Dangar.*] Both the surveyors—Mr. Fisher and Mr. Machattie—reported in your favour? Yes.
238. Is the 40-acre selection, marked as yours in Appendix A, correct according to the original description? Yes.

WEDNESDAY, 16 JUNE, 1875.

Present:—

MR. W. C. BROWNE, | MR. FARNELL,
MR. TERRY.

ANGUS CAMERON, ESQ., IN THE CHAIR.

William Blackman, Esq., called in and examined:—

W. Blackman,
Esq.

239. *Chairman.*] You are, I believe, engaged in the Lands Department? I am.

16 June, 1875. 240. I suppose you are aware you have been summoned to give evidence relative to the dispute about a copper lease at Milburn Creek? Yes.

241. Have you any papers in your possession bearing on the application of Neville and party? I have brought with me all the papers. I have never had anything to do with the case except the mineral conditional purchase, and all I had to do with that was to inform Neville and party that the purchase was declared void. The rest of the correspondence took place in the Lands Department. But in bringing the conditional purchase papers I have also brought all the others.

242. Have you the original application of Neville and party with reference to this claim? Here is the application of Neville, Lynch, and Martin for the mineral conditional purchase. (*Produced.*)

243. Will you be good enough to hand in a copy of that? Yes. (*See Appendix B.*)

244. *Mr. Farnell.*] That is the application of Neville, Lynch, and party for a mineral conditional purchase at Milburn Creek? Yes.

245. Will you be kind enough to read the original description as lodged with the Land Agent? (*Witness read as follows*):—"County of Bathurst, parish of Bracebridge, 40 acres, about 1 mile east of the road from Spring Vale to James Park, and about a mile in a southerly direction from Markham and West's copper lease, to be taken as marked by the applicant."

246. When was that received at the Lands Office in Sydney? It was lodged with the Land Agent on 19th September, 1872. The date of its receipt in Sydney is not on the paper, but it ought to have come to us on the following Monday.

247. These applications for conditional purchases made to the Land Agent, under the fifteenth section of the Crown Lands Alienation Act, have to be sent to the Department in Sydney on the Monday succeeding the Thursday, the Land Office day? Yes.

248. Could you tell us when that application was received at the Land Office in Sydney—how long after the Thursday on which the application was made? The application was made to the Land Agent on the 19th September, 1872, and received in the Department of Lands on the 25th of the same month.

249. Did the Land Agent, on 8th October, 1872, write a letter to the Lands Office in reference to the description contained in Neville's application? He did.

250. Stating that the description should read in a "northerly" direction instead of a "southerly" direction? Yes; here is his letter here.

251. In accordance with that letter of the Land Agent, did you make a memo. recommending that the description might be amended? I first sent it up to Mr. Trengrouse, who is in the charting branch, in order to ascertain whether the amendment could be allowed or not, if in fact the land was vacant, and the memo. now on the letter was sent down to me from him, though it is not signed by him. I first sent it to Mr. Trengrouse without a word, and he wrote this memo. on No. 19 of the printed papers (*read*), which I signed, being the usual memo. under the circumstances.

252. Mr. Trengrouse wrote the memo. and you initialled it? Yes.

253. And that was approved of? That was approved of by you.

254. On the 4th November, 1872? Yes.

255. Will you look at No. 23 of these printed papers;—there is a "note" made under the description;—do you know who wrote that note? I do not.

256. Is there any statement of that kind on the original document? Yes, but there is no signature or initial to it.

257. *Chairman.*] You cannot identify the handwriting? I cannot.

258. I presume it has been written in the Lands Office? I do not know that.

259. Have the documents at any time been out of the Lands Office? I do not think they have. There is nothing here to show that they have.

260. It is not usual to allow them out? Yes, they are sometimes sent away when wanted, but it is usual to mark in our books that they have been sent.

261. You do not know that they have been sent? No.

262. *Mr. Farnell.*] That note has been made without any authority? Without any authority; it is not initialled by anybody.

MONDAY,

MONDAY, 5 JULY, 1875.

Present:—
MR. DANGAR, MR. FARNELL,
MR. TERRY.

ANGUS CAMERON, Esq., IN THE CHAIR.

Mr. R. Martin further examined:—

- 263. *Chairman.*] Since the Committee last met you have had witnesses in town to be examined here, have you not? I have.
- 264. Are they able to come here to-day? No, they have waited here a fortnight to-day.
- 265. They have gone back to the country? Yes, they could not remain any longer.
- 266. Have they left behind any evidence? Yes, I have it here.
- 267. Who are the witnesses? Mr. R. B. Machattie, John Jordan, Richard Neville, and Thomas Neville.
- 268. You wish to hand in those documents? I do. (*The witness handed in the same. Vide Appendix D 1 to D 4.*)

Mr. R. Martin.
5 July, 1875.

E. A. Baker, Esq., M.P., examined:—

- 269. *Chairman.*] You are, I believe, one of the shareholders in the land which forms the subject of investigation by this Committee? I am.
- 270. You are of course aware that your claim is disputed by the parties who have petitioned? I believe it is disputed by two other parties,—by Neville and party, and by Martin and party.
- 271. Of course you are aware that Martin and party have ceased to lay any claim to the ground? I was not aware.
- 272. At all events you are aware that the present movers in the matter are Neville and party? Yes, I heard that.
- 273. Will you be kind enough to explain to the Committee the circumstances connected with your taking up this ground? About three or four weeks before the 3rd September,—I cannot say to a week or to a few days,—Mr. Thorn, my partner in the present lease, came to me and said he had found indications of copper at a certain place near the Lachlan River—I think the place was called Darby's Falls—and asked me if I would take up a lease in his behalf and join him; I said I would, and applied for a lease some fortnight or three weeks before the 3rd September, - I think for a lease of 80 acres, I am not quite sure. We had obtained this, and Thorn then went to see this place at Darby's Falls, near the Lachlan River; he came back to me a few days before the 3rd of September, stating that he had found another place looking very much better than this, where there were very fine indications of copper ore, and asked me if I would take up another lease. He showed me very fine specimens a day or two before the 3rd of September—two days I think—and I then sent down to Sydney and applied for a lease in his name, that of Mr. Crane of the Water Police Office here, and another person named Bennett and my own. That was for a lease for the piece of ground which is now the subject of dispute. The application is on page 6 of the printed papers, No. 10,—Crane, Bennett, Baker, and Thorn. This was applied for on the 3rd of September. I told Thorn to be sure to be on the ground on the 3rd of September, the day on which the application would be made, and he assured me he was there on the day and had occupied the land; he also told me, before I took up the lease, that he had marked out the ground and done some little work—a few days' work—before the 3rd of September; he told me at this time, that is, at the time I applied for the lease, that a man named Whitty had assisted him in marking out this land, and that he had promised Whitty to give him an interest in it for assisting him, and for going out into the bush with him. I think he said he had stopped at Whitty's place a night. Whitty is, I think, a free selector or small settler, living some short distance from the place, and in consequence of going with him Thorn promised to give him an interest in his share, whatever that might be. Shortly after the 3rd of September, Thorn came in a state of great excitement from the ground, and stated that other parties had set up a claim to it—some people from Burrows, of the name of Martin and Scott—and asked my advice what he should do under the circumstances. I then wrote a letter, which the Committee will find in the printed papers, to the then Minister for Lands, page 10, No. 18. That was written on the 4th October, from the place where I had gone to, at some distance from this ground. I stated to the Minister that the ground was disputed, and asked him to refrain from giving his decision until we had placed evidence before him as to our right. I also advised Thorn not to put on more men at that time as the matter was in dispute, but to let it remain in abeyance until the decision of the Minister was given. My reason for recommending this course was, that there were a number of men on the ground who disputed our right, and used threatening language, and for us to have put on a sufficient number of men to have maintained our position would have cost us a deal of money. I therefore said—"Do not do anything further with the ground until you get the Minister's decision." Thorn acted upon my advice, and ceased working the ground until we had the Minister's decision.
- 274. Then you were not on the ground personally? I was never on the ground until Mr. Machattie made the survey.
- 275. At what date did that survey take place? It was after the Minister gave his decision, the 14th January, 1873, and Mr. Machattie must have made the survey somewhere about the latter end of January; but the matter has been so long undisputed, that I have forgotten a number of circumstances as to dates. It must have been in January I was first on the ground. I never went there until Mr. Machattie made the survey.
- 276. You will see Mr. Machattie's report to the Surveyor General on page 11, No. 22? That is dated 17th October, 1872. That was not when he made the survey. He made a report. Mr. Thorn, I believe, was present, and a person of the name of Everett was there. I know it was very much complained of at the time, both by Mr. Thorn and by Mr. Everett, that Mr. Machattie should have taken what he called evidence in the way he did. There was a crowd of people round him, amongst whom were these Nevilles, and Mr. Martin, who is now before the Committee; and some of the people gave certain evidence, but the matter was not gone into in a regular way. I never looked upon it myself as the way to arrive at truth as to the right to the ground, for the surveyor to stand in the midst of a crowd and to ask a few questions of any one who might be there.

E. A. Baker, Esq., M.P.
5 July, 1875.

E. A. Baker,
Esq., M.P.
5 July, 1875.

277. Surveyor Fisher also reported upon the matter? Mr. Fisher was instructed by the Minister after Mr. Machattie had reported, and he made a report (No. 29, in page 14 of the printed papers), but we were never summoned by the surveyor to attend either of these examinations. I was not—I knew nothing of it, and we therefore had no opportunity of getting up evidence or of calling witnesses. They went on the ground, found a number of men there, and took what they call evidence from them.

278. What right did your party hold to prospect Government lands? By virtue of our application of 3rd September. That gave us a right to prospect for one year, as will be found in the Land Law of that time.

279. *Mr. Farnell.*] I do not think that is a correct term to use with reference to mineral lands; the Act gives a power for twelve months to occupy? Yes, I believe that is correct.

280. *Chairman.*] Have you any positive personal knowledge of any prospect of this ground by your party? No, I say I was never on the ground until Mr. Machattie made the survey in January.

281. Then you are not in a position to aver that the statement you have referred to of Thorn is true? I cannot speak from my own personal knowledge. I would like to point out to the Committee that there is a discrepancy between the reports of the two surveyors as to the right to this ground, which is a singular circumstance, showing how unreliable is the evidence or position taken by each surveyor. By looking at *Appendix B* (Mr. Fisher's plan), it will be seen that he recommends this land should be given in quite a different way from Mr. Machattie.

282. Who were the persons who first worked this ground in any way? We state that Thorn was the first, and I shall have evidence conclusively to show that to the Committee presently. I have with me declarations that have been made by two persons on the subject.

283. Are you aware that Neville and party were working this ground, and that they raised several tons of copper ore to the surface? I am aware that after the 3rd of September, when we knew that this dispute had arisen, and I had recommended Thorn to cease working the ground till the dispute was settled, that Neville and party insisted upon working the ground pending the decision.

284. *Mr. Farnell.*] Was that between the 3rd September and the 19th? They had no right until the 19th. Had they been working before that date they would have been trespassing on Crown lands. If they aver that they did work before the 19th, they must have trespassed, as they made no application till the 19th.

285. *Mr. Dangar.*] Then I infer that your claim commenced on the 3rd and theirs on the 19th? Yes. Their application for a conditional purchase was on the 19th. These persons finding we had discovered a good copper lode, went to the land office at Carcoar, and applied for a conditional purchase sixteen days after we had made our application on the 3rd; and so little did they know of the position of this land, that they applied for land in altogether a different position from our lode. Referring to *Appendix D*, Neville and party, when they found on the 19th September that we had applied for a lease on the 3rd, and were working or prospecting, applied for a mineral conditional purchase on the south of Jordan and Ash's 80-acre lease, the south being exactly the opposite direction to ours. Finding, some time after, that the copper lode was not to the south, but to the north, they applied to the Minister to have their description amended—I think about a fortnight after.

286. *Mr. Farnell.*] It came through the Land Agent, at the instance of Neville? When I say they applied, I mean the application was made on their behalf from the Land Agent or some person instructed by them, that the application should be to the north instead of to the south.

287. *Chairman.*] That is the nature of the discrepancy? Yes. Referring to page 10, No. 19, it will be seen that the Land Agent sent a letter to the Under Secretary for Lands to this effect:—"Sir,—With reference to the application made by Mr. Richard Neville and others for a conditional purchase for mining purposes (No. 60, of 19th September last), the description should read in a northerly direction from Markham and West's copper lease, instead of southerly." The Committee will observe that this was on the 8th October, therefore their application was in an opposite direction until the 8th, so that had the Minister given them absolute permission without the reservation he made, they would have had no standing on the ground till the 8th.

288. If Thorn's ground were according to the description of the parish and county, where would it be situated? Exactly where it is, that is Thorn's, but not so Neville's,—Neville gives a wrong parish, the parish of Bracebridge.

289. *Mr. Farnell.*] We have it in evidence that he did not fill that in? We have their description filled in in the papers.

290. *Chairman.*] Can you say how it was a greater space of time intervened between Thorn's application on the 3rd September and the date on which you resumed the ground? We did not resume the ground until the survey was made and the Minister had given his decision, in January. I went up myself and took possession of the ground. The surveyor made the survey some time in January. I had no power to take possession while the Minister was investigating the matter—the moment he gave his decision I went up and took possession.

291. Your statement is that you had made formal application for this ground before these parties had anything to do with it? That is shown by the papers.

292. *Mr. Farnell.*] You have stated that the Land Agent at Carcoar wrote to the Under Secretary for Lands, stating that the description should lead in a northerly direction instead of southerly? Yes.

293. That was on the 8th of October? Yes.

294. Will you look at No. 19 and see the recommendation initialled "W. B.," one of the officers in the department? I see that.

295. When was that approved by the Minister? 4/11/72; so that, instead of 8th October, as I have said, it should have been the 4th of November, because, had they gone on to the ground they applied for, they would have gone to the south of Jordan's 80 acres. They could not have gone to the north until after the 4th November, because the Minister had not approved until that date.

296. In the application of your party to the Lands Department on the 3rd September there is neither county nor parish? No; we did not know the parishes.

297. Is there anything in the Crown Lands Occupation Act that makes it imperative upon persons to describe lands they intend to take on mineral lease? I do not know.

298. *Chairman.*] Is it the fact that the Land Agent admitted that the mistake in the description was attributable to him? I do not know.

299. You have not heard that? I may have heard it. In the course of conversation I have heard it as I have heard other rumours, but it was never notified to me.

300. *Mr. Farnell.*] There is no evidence of it in any of the papers. Nothing that I have seen.
301. You are aware that there is a distinction in the mode of making an application for a mineral lease and of making an application for mineral purchased land under the 13th and 19th clauses of the Crown Lands Alienation Act? I believe there is, but really I could not give an exact answer without referring to the Act.
302. There is a letter from Thorn to Whitty, dated 4th September? Yes.
303. Does the land referred to by Mr. Thorn in that letter relate to the land selected 3rd September, 1872? I will answer the question in this way:—Looking at the latter part of the letter it says—“Tell him that we have taken 40 acres more, and tell him to mark out 40 acres more, besides the 80 we have already,” which is not very intelligible, as we had taken up a number of the adjoining blocks, and the 40 acres related to leases which we were at that time taking all round.
304. You made several applications for land subsequently to the 3rd of September? Yes, a number of applications; some we got and some we did not get. In fact, I had an interest in leases all around to a great extent myself.
305. Who is Mr. Whitty? I never saw the man; I believe he is a free selector or a settler in the locality of this Milburn Creek.
306. I gather from some remark you made a little while ago with reference to Whitty, that he has some interest in this land? Thorn told me he was to give Whitty an interest in his share, but what their arrangements were I do not know; it was nothing to me.
307. If you look at Mr. Machattie's report, page 11, No. 22, you will see he states—“Now, Mr. Whitty, who is a shareholder with Mr. Thorn.” Is he a shareholder with Mr. Thorn? Not that I am aware of, not with me, and I have been with Thorn from the commencement.
308. The application was not made in his name? I know nothing of him at all, and do not recognize him. In fact I may say that we have formed ourselves into a Company, with 72,000 shares, and Mr. Whitty is not on our list as a shareholder, nor has he communicated with us in any way.
309. Mr. Whitty then has some interest with Mr. Thorn? I believe there was some understanding between them at the time I have spoken of, but what that was I do not know and have nothing to do with it.
310. You spoke about the surveyors, when they were on the ground, meeting some persons there, and you mentioned the name of Martin? Yes, there was a person of that name. I think the Mr. Martin who is here.
311. There was another person of the name of Martin also on the ground—Joseph Martin and Mr. Scott? Scott was not there, but Joseph Martin represented Scott.
312. He made an application to lease mineral land in that vicinity? Yes.
313. There was a dispute between him and West, Jordan, and party? Yes.
314. Joseph Martin was claiming the land occupied by Jordan and West? Yes.
315. And also the land occupied by Thorn and party? Yes.
316. And it was decided that he was not entitled to that land? Yes, it was decided by the Minister that he was not entitled to either of the claims.
317. The land of his party was subsequently fixed in accordance with their description? In accordance with their description. They were first in point of time; first, Joseph Martin and party, then Thorn, Baker, and party, and lastly Neville and party; but Joseph Martin and party's description was so explicit as to where they should be that the surveyor had no difficulty in placing them in their position, which was a long distance from where Neville and we claimed.
318. Will you look at *Appendix A*; you see that the positions of four 25-acre blocks have been fixed by Surveyor Machattie? Yes, I see that.
319. And also that Joseph Martin and party claim the land situated in the position of Jordan and West's land, and also the land claimed by Thorn and party? Yes.
320. Do you know whether that land, as fixed for Joseph Martin and party, is fixed in accordance with the description contained in his application? I know from the surveyor's report.
321. The description was very definite? It could not be mistaken. The 1,000-acre purchase of Mrs. Markham made it very definite, and put the surveyor in such a position that he could exactly define where Joseph Martin's land should be; it was entirely away from ours.
322. *Chairman.*] Have you or any of your party made overtures to Neville and party at any time, offering compensation to them to allow this claim to rest? Most certainly not. I will state what did take place, as it may seem to give some colour to such a statement, and have been used to convey that impression. At the time when the Minister decided in favour of Thorn and party, he stated, as will be seen in page 19, No. 34,—“I am therefore of opinion that Thorn's claim should be first satisfied, and that his selection should be measured at the locality marked by him, and also taking the box-tree referred to in his statement as the centre. Neville's land will, of course, be measured contiguous.” Now this gave Neville the power to come in next to us, and to take any land he liked, contiguous; and knowing what the land was, and that the lode ran a great way north and south, and that he could not take the south because there were only 20 acres there available, we came to the conclusion that he would take 40 acres to the north. I then said to my partners—“Neville will get the ground to the north to the extent of 40 acres. Would it not then be well to give him a small interest in the Company, say to the extent of 10,000 out of our 100,000 shares, in order to include his 40 acres in ours, and so make an 80-acre block?” I proposed this to Mr. Martin, who is now here, and he declined to accept the proposal. The thing fell through because Neville and party refused to accept the Minister's offer to take land contiguous to ours, and we of course then said we would give them no interest in our Company; the whole matter was at an end.
323. *Mr. Dangar.*] Referring to *Appendix A* and *B*, there seems to be some discrepancy between the plans of Mr. Fisher and of Mr. Machattie? That is what I previously referred to in my statement to the Committee. When the two surveyors came on the ground, one of the surveyors gave a certain tree to one party, and the other surveyor gave the tree to the other party, which proves, notwithstanding the evidence which they say they took, that they did not understand the claim of either party, or what was the right position of either party.
324. The two reports are different? The two reports are different. If the Minister had acted according to Mr. Fisher's report he would have given one position, and if he had acted on Mr. Machattie's report he would have given another. I can only explain it in this way: that Mr. Machattie had one set of men before him on the ground, and he heard what they had to say, and according to their *ex parte* statement he

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E. A. Baker, he fixed the position. Mr. Fisher came on another day without giving notice, had another set of men
Esq., M.P. around him, heard what they had to say, and made a tracing according to their statement. When the
5 July, 1875. Minister came to examine the matter himself, he took neither the report of the one surveyor nor of the
other but gave the decision himself.

325. Then am I to infer that neither of these descriptions is correct? Neither Mr. Fisher's nor Mr. Machattie's.

326. Then, if the Minister decided upon neither of the surveyor's reports, neither Mr. Fisher's nor Mr. Machattie's, did he decide upon any report, or simply upon his own view of the case? He states his reasons for his decision in page 19, No 31—"It appears to me that Thorn's selection should have precedence as against the M.C.P. of Neville, because Thorn's occupation and selection was sixteen days prior to the M.C.P. of Neville; Neville's description of M.C.P. of the 19th September places his land on the south of West and Jordan's selections, and quite in an opposite direction to the land now claimed by him, but on the 5th October he was allowed to amend his description in order to allow of his taking his M.C.P. on the north of Jordan and West's selection, with the proviso that the land was vacant Crown land, and open to C.P. The land on the north was not vacant, but it was in the occupation of Thorn in right of his selection of the 3rd of September; therefore Neville can have no right to the land as against Thorn. I am therefore of opinion that Thorn's claim should be first satisfied, and that his selection should be measured at the locality marked by him, and also taking the box-tree referred to in his statement as the centre. Neville's land will of course be measured contiguous."

327. That is the box-tree marked in Fisher's plan? Yes; Mr. Fisher himself gave us that tree in.

328. Mr. Farnell.] There is a statement of Thorn's, is there not, to the effect that the box-tree was marked as the centre of his land? Yes

329. Do I understand that the apple-tree and the box-tree mentioned in these papers is the same? Yes; I do not think any surveyor would dispute that.

330. What is it? It is called by Mr. Fisher an apple-tree.

331. What is it? Box.

332. It has been given in evidence here that you were acquainted with the information given by the Land Agent to the Lands Department as to the error in the description? I knew nothing about it whatever for a long time after—not, I think, until I saw the printed papers.

333. Chairman.] You have stated in answer to Mr. Farnell that you knew nothing of this error of description at the time? I knew that they had asked for land on the south instead of on the north, and that showed me very clearly that they did not know what land they were applying for, but I did not know that their application was amended.

334. How did you come to the knowledge that they had made an application? I heard it spoken of some days after—sixteen days after—that they had applied for land a long way to the south instead of to the north; and I say, putting these two things together, what possible right can these people have to our ground?—I am told, on very good authority—an authority which I shall produce before the Committee in a few minutes—that the whole thing arose in this way:—A little before the 3rd of September this man Whitty, Thorn (my partner), and a man named Alpin were out trying to trace the lode from Jordan and Ash's 80-acre lease, along the hills. They traced it along some distance till they came to a ridge, where they sat down and lighted a fire. Thorn left them while they were making tea and went down a gully to see if he could find the lode, he having found copper there before. He came back after a time in a state of great excitement with a piece of copper ore, saying that he had found the lode. Thorn then roughly marked out the ground, as we have the lease now, Whitty and Alpin going with him and I believe assisting him, and it was then understood that for Whitty going with him and showing him the bush he should have an interest in the ground. The three then went to Neville's house, some six miles distant, and there wrote out a rough agreement, by which Thorn was to give Whitty 5 per cent. of his interest for showing him about the country. The next day Thorn left for Grenfell and came to me for me to take out a lease, which I applied for on the 3rd of September. A few days after Thorn had gone, Whitty and Alpin, finding the thing looked very good and gave promise of a very rich lode, put their heads together to do Thorn out of the ground, and these parties say, went to the Nevilles to lay Neville on to take out a lease and do Thorn out of the ground; and sixteen days after Thorn had applied through me for lease, they went to Carecar and made a conditional purchase, hoping to get the ground which Thorn had found in company with Whitty and Alpin. As this is a serious charge against those persons, I have brought with me two declarations made before Magistrates in support of the statement I have made. The first is a declaration made by a storekeeper of good reputation, now at Woods' Flat, Woods' Flat being eight or ten miles from our mine. (*The witness handed in the same. Vide Appendix B 1 and 2.*) The second is a declaration made by a tributer who was some time in our employ, and he says his statement can be corroborated by three others. (*The witness handed in the same. Vide Appendix B 2.*) Now Pilkington and his son, and Joseph Wallis, are prepared to make solemn declarations that Alpin told them this. I might state only in justice to Neville and the other party, that it is the general belief, and it is my belief also, that Neville and Mr. Martin probably knew nothing of this conspiracy on the part of Whitty. It may be that Whitty led them on, and told them some story that he had found the ground; but we have conclusive evidence that Whitty put the Nevilles on to do us out of the ground.

FRIDAY, 7 JULY, 1875.

Present:—

MR. CAMERON, | MR. T. DANGAR,
MR. TERRY.

SAMUEL H. TERRY, Esq., IN THE CHAIR.

James Squire Farnell, Esq., M.P., was examined in his place:—

J. S. Farnell, 335 Chairman.] You were Minister for Lands when this dispute in reference to the mineral lease took
Esq., M.P. place? Yes; I was Minister for Lands when a dispute took place between Joseph Martin and party,
Jordan, West and party, Neville and party, Thorn and party, Crane and Baker and party.

7 July, 1875. 336. You arrived at a decision in this case after hearing the evidence? After considering all the evidence that was placed before me.

337. Will you be kind enough to state to the Committee the reasons on which you arrived at your decision? I will. I may state for the information of the Committee,--as they will also perceive by the papers now before them,--that there was certain evidence placed before me; namely, the written statement of Thorn and Baker, and also a declaration from Thorn, and the reports of the two surveyors. In reference to Mr. Machattie's, which you will find numbered 22 on page 11 of the printed papers before the Committee, that Mr. Machattie was sent up to define the position of four 25-acre blocks, taken up by Joseph Martin and a person of the name of Scott. He did define the position of that land, and sent in a sketch. (*Appendix A.*) I decided that Joseph Martin's land should be measured in accordance with his application and description, and it was necessary to send a surveyor to define the position of that land, in order to decide a dispute between Jordan and West, and Thorn, Baker, and party, as between Joseph Martin and Scott and those parties. While on this point, perhaps it will be convenient that I should explain some matters in reference to Mr. Martin's evidence. He has stated that Mr. West called upon me, and that I informed him that it was a question of survey. I may say that when Mr. West called upon me his call was not in reference to this matter at all. Mr. West called upon some other business, and he casually said that his brother was interested in Jordan and West's mineral lease, and he said that as he was his brother he did not want to take any part in the matter. That is all he said to me on the subject. In answer to him, I said that Joseph Martin and Scott, who were claiming the land occupied by his brother, would require that the position of their land should be determined by a surveyor, as it was a question of survey between Joseph Martin's rights and the rights of Jordan and West and the other partner. It will be seen by reference to the report of Mr. Machattie that it has reference to the placing in position of those four blocks of land of 25 acres each; but, in the latter part of his report, he refers to Thorn and Neville's land. In one part of his report he says:—"Now, Mr. Whitty, who is a shareholder with Mr. Thorn, states that the ground that he and Thorn marked out is that shown in sketch as No. 2 block, which I may state is further corroborated by Mr. Thorn himself, in a letter written the day after they selected the land in Sydney." Now, on reference to the letter of Mr. Thorn, written on the 4th of September, 1872, and addressed to Mr. Whitty, it will be seen that that letter refers to land other than the original 40 acres taken up by Thorn, Baker, and party on the 3rd of September. It has no reference whatever to the land selected by them on that day. Mr. Machattie also states:—"Mr. Thorn now wishes to include No. 1, the portion pegged out by R. Neville & Co., but I think it will be determined, after referring to Mr. Thorn's letter and sketch, that he is not entitled to the ground marked out by Neville & Co." That seems to me to be an exceedingly loose statement, and does not really affect the merits of the case at all. There is no evidence here that Neville and party were entitled to that land more than Thorn and party. However, this particular report arose from Mr. Machattie having been specially instructed to define the position of Joseph Martin's land. Now I come to Mr. Fisher's report, and the reason I wish to allude to it is on account of the evidence given by Mr. Martin in this matter, and Mr. Martin seems to think that the surveyors have reported favourably to his point of view. It will be seen by reference to Mr. Fisher's report that he has gone into the matter very fully, but the greater part of his report refers to Joseph Martin and Scott's mineral lease selection. Mr. Fisher states that certain evidence was brought before him, and on this point I wish to state, in answer to what has been advanced by Mr. Martin in evidence, and I think also in some documentary evidence that he has sent into the department,—that Mr. Fisher's evidence was all forwarded to the department. Now, no evidence whatever was placed before me except that which I have stated, namely, the statement of Thorn and Baker, the declaration of Thorn, and these two reports from Mr. Machattie and Mr. Fisher. That was all I had upon which to deal with this matter. In the latter part of his report he assigns as a reason why he thinks that Neville & Co. should not have the land, the following:—"As Neville & Co. have worked their ground continually since date of application, developing the lodes of copper by sinking two shafts and a large amount of trenching, whereas Messrs. Crane, Thorn, & Co. have only done a few hours' work near the box-tree above mentioned, and this subsequent to Messrs. Neville & Co.'s occupation of the land, I consider Crane, Thorn, & Co.'s lease should not include any of Messrs. Neville & Co.'s working, but might extend one chain further north than the box-tree, as shown by my plan." Of course it is not the duty of the surveyor to decide this point, but Mr. Fisher does not appear to have considered this application, nor to have understood the law upon which conditional purchases and mineral leases are taken up. It does not follow that, because a man is working upon a piece of land which has been taken up by another that he is entitled to it. I saw that what was adduced was not evidence, but merely the opinion of the surveyor founded upon imperfect data. Under the Occupation Act, all that a man has to do is to obtain authority to select a mineral lease, which authority to select holds good for twelve months. They are not bound to go into occupation within one month, as in the Crown Lands Alienation Act, but within the twelve months, and they have under the law three years in which to expend the amount per acre provided for in the Act. In the Act itself there is no provision made for the way in which land shall be taken up on mineral lease, but the 74th Regulation framed under the Occupation Act states that "persons may on application to the Minister for Lands obtain an authority--to which will be appended a form to be used in making the selection--to select." There is no authority under the law for any form of selection, but these forms were provided as a matter of practice, and they are not supposed to be filled up with the same certainty as a description for a conditional mineral purchase; but, generally, they have been as carefully filled up and as definite as many of the applications for a mineral conditional purchase. The regulation goes on to say that this authority "to select, 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 therein mentioned, but the right shall be reserved to determine the boundaries of any such lots, and to make provision for reservation of water supply." Messrs. Thorn, Bennett, Crane, and Baker complied with that regulation as nearly as it was possible to comply with it. However, there was no objection on that score. It was mentioned, I think, by Mr. Martin, in his evidence, that the description was altered. No alteration whatever took place in that description. The land was measured in accordance with that description; and I will shortly point out to the Committee that the description, although no exact measurements were made beforehand, really coincided with the land now in the occupation of Thorn, Bennett, Crane, and Baker. Of course I do not know anything about the merits of this case outside the papers which came before me. I know nothing about the statements which have been made to the Committee by some of the witnesses--nothing of my own knowledge. Mr. Fisher states that
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in Thorn's description there is no mention whatever made of a box-tree as being the centre of his land. That is quite correct; but in the investigation of the matter Mr. Thorn makes a statement, and also a declaration, that he intended this box-tree for the centre of his land, and that it was to be taken on either side of it. There was distinct evidence to that effect, and there was no evidence whatever to contradict it. Upon referring to the report of Mr. Fisher, it will be seen that he introduces the name of this person, Mr. Whitty, as claiming to be partners with Thorn. He says that John and Thomas Whitty state "they and Thorn marked the small stringy-bark as the south-west corner of an 80-acre lease for themselves, near Messrs. Jordan, Ashc, & Co.'s lease, and afterwards Thorn came back with them to mark only 40 acres"; and J. N. Jordan states "Thorn informed him he had marked out 40 acres with the south boundary near his (Jordan & Co.'s) north boundary. No proof was brought forward to show that Thorn & Co., or any one on their behalf, ever claimed the land Neville & Co. have been working, as part of Thorn & Co.'s lease, although Thorn was on the land, and saw Neville & Co. working." The proof of this matter was lodged in the meaning of that declaration and statement of Thorn; but the evidence spoken of here by Mr. Fisher never was brought before the Minister, and it appears there was no record of it. It appears that Mr. Fisher met a number of persons there, and heard what they had to say, and so he formed his conclusions. However, it was not competent for Mr. Fisher to decide this case. Mr. Fisher was asked to report purely as a matter of survey, as to the position of the lands according to the description. In reference to the persons who have now moved in the matter, I may state, they wrote a letter to the department.

338. *Mr. Cameron.*] Was the first letter dated the 20th of December, 1872? I think that was the first; that was about three months after the selection was taken up. They wrote to the department to the effect that they had been continuously working this land, sinking shafts, and otherwise prospecting the ground. They state that they "never received any notice (from either Martin & Co, or Thorn, Baker & Co., although they have been many times on our ground and seen us at work) to leave off working our ground, nor up to the date of Mr. Surveyor Machattie coming here, did they lay any claim to the ground." They prepared to make affidavits to these facts, that they were continuously in possession of the copper lease now in dispute by Martin & Co. Although they wrote to say they could prove this, they never brought the evidence before the Minister. They were always promising to produce evidence, but they never did produce it. We had Neville and party sending in a petition to the Executive Council, to which I will just call the attention of the Committee. One of the statements contained in that petition you will find in the tenth paragraph, as follows: "That Mr. Fisher decided, after an inquiry, in petitioner's favour." I have already stated that Mr. Fisher had no power to decide; and if there was one thing more than another which I set my face against when in office, it was against allowing officials to decide cases. I tried to keep them to those duties which, as professional men, they were competent to perform. Then in the 11th paragraph of the petition they state that the evidence taken by Mr. Fisher was sent to Sydney. That is another incorrect statement.

339. *Mr. Cameron.*] Which—Thorn's declaration? No. Thorn made a declaration on the 1st of November; and the evidence here alluded to is the evidence said to have been sent with Mr. Fisher's report, which report was of date the 24th of December, 1872. The declaration came into the department on the 1st of November, 1872. The petitioners go on to say, in the 13th paragraph, that they "never saw this declaration until yesterday, when they obtained a copy of it from the Lands Office." In the 14th paragraph they say "they can disprove it by four witnesses or more." This statement is in keeping with the others they have sent into the department. These gentlemen were always saying they could prove a thing, but they never attempted to prove anything. They never sent in any evidence; and if they could have sent in evidence, they had themselves to blame for not sending it in. Their petition was carefully considered by the Cabinet, to whom I explained every particular in this matter, and the Cabinet saw no reason to alter the decision. The Chairman has asked me my reasons for coming to the conclusion I did.* First of all, Thorn, Baker, and party took up the land on the 3rd of September, which was a prior date to the application for the mineral conditional purchase by Neville and party, their application having been made on the 19th of December following. Having satisfied myself that Thorn and party intended that box-tree which is said to be marked as the centre of the ground,—I could not do otherwise, with the evidence before me, than decide that the land should be measured with that tree as the centre. I may state that the description contained in that application for a mineral lease selection is as near as possible in accordance with the description contained in the application for the land. In regard to mineral conditional purchases, I may state that the lands are purchased under the 13th and 19th sections of the Crown Lands Alienation Act of 1861. The application is lodged under the 13th and 19th sections, in the form provided under the Regulation Form F for purchasing land for mining purposes. The only difference between taking up land under conditional purchase and under mineral conditional purchase is this—the person who takes up land under mineral conditional purchase is not bound to perform the conditions of residence. The expenditure of £2 per acre within a limited period is substituted for residence. In all other respects mineral conditional purchases must be in accordance with the provisions of the 13th and 19th sections. This application was lodged with the Land Agent at Carcoar, and the deposit paid on the 19th September, 1872. It is the duty of the Land Agent under the law to send down every application on the Monday following the Thursday upon which the application is made. In this case the application was so sent, and was received at the Lands Department in Sydney, on the 25th of September,—I think that was the date, but it is marked at the bottom of the application. The original application has now been put in by Mr. Blackman in his evidence. That application contained the following description:—"County of Bathurst, parish of Braechridge, 40 acres, about 1 mile east of the road from Spring Vale to James Park, and about one mile in a northerly direction from Markham and West's copper lease. To be taken as marked." That is the original description. It has been decided by the Supreme Court that the description contained in an application is the description of the land and is binding on the applicants, and that decision has been more recently confirmed. On the 5th October a letter was sent from the Land Agent to this effect—"With reference to the application made by Richard Neville and others for a conditional purchase for mining purposes (No. 60 of 19th September last), the description should read in a northerly direction from Markham and West's copper lease, instead of southerly. E. J. C. NORRIS."

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* NOTE (on revision) —My reasons for the most part will be found in my decision of the 14/1/73, at page 19, No. 34, in the printed papers now before the Committee.

By what authority or how the Land Agent came to send this to the department I am not aware, except upon the evidence of Mr. Martin, who states that Neville went to see him about it. It appears they went to see him when they found out they had made a mistake and a dispute was likely to arise with reference to the position of the land. The letter was referred to the draftsman, who wrote on it—"It is recommended the amendment may be allowed, provided the land is vacant Crown land, and open to conditional purchase.—W.B." That was approved by me on the 4th November, 1872, and therefore that application would be dated the 4th of the eleventh month, 1872.* While speaking of this, I may call the attention of the Committee to a memorandum of Mr. Fisher, and you will see how he mistakes matters. Mr. Fisher says:—"In reference to the former decision of the Honourable the Minister for Lands, I would respectfully point out, although they stated (Neville and party) in their first application of 19th September, southerly from West's copper lease, yet the Land Agent stated the error was his." That information must have been collected from persons whom he had been speaking to up there. The letter of the Land Agent spoke for itself. Mr. Fisher appeared here more as an advocate than as a disinterested person. I do not know that I ever read this before I saw it in the printed documents, but the statement is not correct.†

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310. *Mr. Cameron.*] If you will refer to the foot-note appended to the description on page 23, you will find these words:—"There was a letter from the Land Agent attached to this, stating that the mistake was his, as Neville stated northerly from Markham, West, Jordan, & Co.'s lease, and it would be hard to deprive him of the land he marked and intended to take up, from a mistake of the Land Agent." We have had it given in evidence by Mr. Blackman that this memo. was written on the back of the original description by some one without any authority whatever. It is not signed by anybody, and it has been written by some person who had no authority in the department to write it. Where did the writer of this note get his information from? All the information in the department is contained in this letter of the Land Agent, dated 8th October. Mr. Blackman, who is at the head of that particular branch of the department, knows nothing about this memo. It is not easy to see how the memo. came there, unless on the supposition that it was written by some one who was interested in Neville's behalf, and who wanted to mislead the Minister for Lands or some of his superior officers on the subject.

311. You never saw the Land Agent's letter,—the letter referred to in this note? I never saw this note, which was written on the back of the original application, and appears here at the foot of the application in the printed papers, No. 43 (enclosure.)

312. *Chairman.*] The Land Agent's letter is omitted from the printed documents before the Committee? No, it is here. It is dated 8th October, and I say that is the only evidence as to the altered descriptions of this land. This note—on the back of the application—must have been written a long time after the papers came into the department, because it was not written until after the 4th of November, 1872, the day upon which the amendment was made, changing the position of the land from southerly to northerly. If the Committee will refer to the land as now measured, as shown in *Appendix D*, *Appendix E*, and *Appendix F*, and will keep in view the original description, they will see where these persons' land would be placed. Joseph Martin and Scott's land, after being defined, its position was found to be in the one case 63 chains and 11 links south-westerly of Jordan and West's mineral selection, and in the other case—that is, according to the land described by them—the other two 25-acre blocks were 56 chains and 18 links south-westerly from the land they claimed and then in dispute between Joseph Martin and Scott, and Jordan and West, Baker and Thorn, and Neville and party. Following the first description of Neville and party, their land would be placed a mile southerly from Jordan and West's, whereas the land they claim is 20 chains northerly from Jordan and West's land; but if you follow their amended description, you will have to place their land 80 chains distant from Jordan and West's north boundary, whereas the land they claim is only 20 chains from the north boundary of Jordan and West's—so that there is a difference of 60 chains between the land claimed and the land described by those parties.‡ Having the decision of the Supreme Court before me,—that the selector is bound by the description contained in his application,—I could, on the evidence before me, come to no other conclusion than that at which I arrived. (*Witness produced a map of the County of Georgiana, and pointed out the position of the mineral lease as shown thereon.*) If the parties who are now moving in the matter have anything to complain of, they have only themselves to blame in not having placed their evidence before the Minister—they having had plenty of opportunity to do so.

313. Baker, Thorn, and Company did not amend their description? No. In reference to that, there seems to me to be some confusion in the minds of some of the witnesses. A large number of mineral leases were taken up in the names of these parties, but the names of the parties were very much interchanged, and there were disputes among the parties themselves in reference to particular pieces of land.

314. Did Neville leave papers at your office with his description which are not in the printed papers before the Committee? Not that I am aware of. I never saw any, if he did. These papers are of course prepared by the department, and the Minister simply deals with the papers as they are put before him. I never saw Mr. Neville. The only person I saw in the transaction was Mr. Martin, who came and asked me for a copy of the declaration; but who, after he got it, did not take any action upon it.

315. You do not know whether Mr. Neville left papers with the Land Agent at Careon which were not forwarded? No; but I presume if he did, the Land Agent would, in the performance of his duty, forward them to the Sydney office. Indeed, all through this matter there seems to have been a desire on the part of the officers (meaning Mr. Machattie and Mr. Fisher) to assist Neville and party. The officers give parties all the assistance they can.

316. On page 23 you will observe that Mr. Fisher states:—"The Land Agent states the error was his, as, in the paper sent in or given to him by Neville, which was forwarded to you with my former letter, it was stated northerly," &c. Those papers you will see were forwarded to the Surveyor General for his decision, not to the Minister, and they may not have come before me. I have no recollection of having seen them. And after all, I do not see what this has to do with the case. If Neville and party thought they had a claim they ought to have prosecuted it, and not contented themselves with simply saying they could adduce evidence. When the land was measured for Thorn, Baker, and party, the surveyor then, as will be seen by Mr. Machattie's report, went to measure Neville's land contiguous thereto, if they chose to take it, but
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* NOTE (on revision):—The date that the amendment was approved by the Minister.

† APPEND (on revision):—This memo. bears date 28th February, 1873—more than a month after my decision.

‡ NOTE (on revision):—These distances have reference to the plan of the final survey, February 3rd, 1873, *Appendix E*, not to Mr. Fisher's plan, *Appendix B*.

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it was found that other parties had made application for the land prior to the date of making the amendment in their description, and therefore they were out of Court. The amendment was allowed, "provided the land is vacant Crown land and open to conditional purchase," and this provision is, for obvious reasons, always inserted in amendments of the kind.

317. There was no report from the Surveyor General? No; this was not a special case, but a very simple case. The description was forwarded to the surveyor for him to measure in accordance with it, and the surveyor dare not measure otherwise, unless he acts very improperly.

318. *Mr. Dangar.*] Referring to the reports of Mr. Machattie and Mr. Fisher, at pages 11 and 14, were not both these reports favourable to the land being the property of Martin & Co.? I think they were intended to be favourable reports, but I also think they were founded on very imperfect data.

319. Referring to *Appendix A* and *Appendix B*—one a plan submitted by Mr. Machattie, and the other by Mr. Fisher—would you kindly state to the Committee which of those plans correctly lays down the position of the land, or if either of them is correct? I do not think that either of them lays down the land correctly as regards Neville's application and description.*

320. Neither of them is correct? So far as Neville's application is concerned, I am quite positive they are not correct. Mr. Fisher's plan (*Appendix B*) is incorrect, because it places the land to which Mr. Fisher thinks Neville is entitled within about 24 or 25 chains to the north of Markham, West, and Jordan's land, while the description places it about 80 chains or 1 mile southerly of Jordan and West's land.

321. Will you explain to the Committee why you decided adversely to the report of the surveyors, Mr. Machattie and Mr. Fisher? Because they were wrong. My decision is not wholly adverse, but partly. The decision in *J. Martin & Scott's* case is in accord.

322. What grounds have you for supposing that? They are merely based on a matter of opinion, without evidence to justify it.

323. Did not Mr. Fisher survey the land? He made a rough preliminary survey sufficient to define the position approximately, but he ignored Neville's description.

324. Was Mr. Fisher a licensed surveyor? He was the district surveyor.

325. Sent up specially? No. If you will refer to *Appendix D* and *Appendix E* you will find Jordan and West's land measured, Thorn and Baker's land measured. These are the measurements; the others were only approximations.

326. Are the Committee to understand that plans A and B are worthless—that they are incorrect? That is not the right way to ask me a question of that kind.

327. Are the Committee to infer that these surveys are not to be depended upon? I do not think they are. Both are rough surveys. The first is not a survey at all, and the second is merely to determine approximately the position of the land in accordance with the idea of the surveyor himself.

328. I infer that D and E are correct? They are correct surveys authorized by the department, and the leases have been issued for them under proper descriptions.

329. Will you point out to the Committee the right position of the land upon *Appendix E*? (*Witness pointed to the position of the land.*)†

330. *Mr. Cameron.*] With reference to this letter to the Land Agent, there is a note at the foot of it recommending that the amendment should be allowed? Yes.

331. Of which recommendation you approved on the 4th of November? Yes.

332. So far as the original description sent in is concerned, it is not vitiated by the mistake that was made? I am not aware that any mistake was made.

333. Have you not given evidence this morning that the description sent in by Neville & Co. was not a correct one? No. I say they made their application on the 19th of September for land southerly of Markham and West's copper lease; then I gave evidence that the word northerly was inserted in their description instead of southerly. This amendment was made in view of the Land Agent's letter of the 8th October, and the recommendation of the officer of the department upon it. I can only speak from documents.

334. You admit that your decision was contrary to the recommendation of the surveyors? I do not admit anything of the kind. The surveyors have made no decision. They have made certain reports, and it will be seen they have been dealing with a matter they did not understand.

335. But is it not a fact that the decision given by you is against the recommendation contained in these reports of the surveyors? Yes, I think my decision is against the reports of the surveyors, so far as they affect the case—so far as they affect Neville and party. The surveyors are not judges,—it is the duty of the Minister to decide; and it appears to me that the surveyors have merely paid attention to something outside the case altogether. The report of the surveyor is not founded on correct data.

336. *Mr. Dangar.*] What reasons have you for supposing that? I have told you clearly.

337. Are the Committee to understand that after you have endorsed the land to be surveyed, you then ignore the surveyor's report? I do not ignore the surveyors' reports, but give all due weight to them—I take them for what they are worth. If they are correct I act upon them; if there is no evidence to contradict theirs, I go by their evidence.

338. *Mr. Cameron.*] Is it the practice of the Minister to examine every report minutely and to exercise his judgment upon it? Only when there are disputes.

339. What was done by Messrs. Machattie and Fisher was for the purpose of referring it to the Minister for Lands and establishing the claim of those people? I do not know whose claim it was to establish. It was to get at the truth of the matter.

370. At whose instance did Messrs. Machattie and Fisher first survey the ground? Mr. Machattie was sent up in the first instance to define the position of Joseph Martin and Scott's four 25-acre selections.

371. And Mr. Fisher? Mr. Fisher was sent afterwards. You will find the words of his instructions on the printed papers.

* NOTE (on revision):—What is called Mr. Machattie's plan is not a plan, but a sketch (*Appendix A*.)

† NOTE (on revision):—The original description contained in Neville's application places the position of the land applied for by him 128 chains 22 links southerly of the land now claimed by him; that is to say, 48 chains 22 links from the south boundary of the 40 acres in dispute to the south boundary of Jordan and West's selection, and from that south boundary 80 chains southerly, together 128 chains 22 links. The description as amended from southerly to northerly will place the position of the 40 acres applied for as a mineral conditional purchase 1 mile or 80 chains northerly of Jordan and West's selection, and about 60 chains northerly from the south boundary of the land claimed by Neville. (See plan of final survey, *Appendix E*.)

372. He was sent up by the department? No; he is the district surveyor. Mr. Machattie is under him. The reason Mr. Fisher was instructed you will find in the letter of Joseph Martin and William Scott, who wrote:—

We particularly wish to direct attention to the conduct of the Government Surveyor, Mr. Machattie, in regard to our mineral selection on the 25th September, 1872. Mr. Joseph Martin had a conversation with Mr. Machattie at the residence of a man named Jordan, the claimant to the land previously mentioned. On that occasion Mr. Machattie stated that he had received instructions to survey certain areas applied for by Mr. Joseph Martin, but that he would not be able to do so until the following day, and requested Mr. Martin to be there on the ground in order to show him the point of commencement. Mr. J. Martin kept the appointment punctually on the following day, and continued on the ground until the 30th September, during which time Mr. Machattie never put in an appearance. On the 30th September Mr. Machattie arrived on the ground, and then professed his willingness to survey the land, but subsequently stated that he would have to wait for Mr. West, who he stated had an interest in the land. There were then about forty persons on the ground, most of whom stated that they had applied for the land; but despite their assertions, I believe they were merely striving to deter us from pushing our claim to the land referred to. The fact that the marks made by us upon the trees had been removed by opposing claimants, together with the indisposition manifested by the surveyor to comply with the instructions he admitted to have received from the Lands Office in Sydney, afford convincing evidence that we are not likely to obtain justice unless you press our just claim upon the authorities in Sydney. Point out the injustice to which the conduct of the surveyor would subject us, unless he receive a check from his superior, and advocate to the utmost of your ability our right to have the land, in accordance with our priority of application and actual possession since the date of selection. We might inform you that the surveyor, Mr. Machattie, acknowledged having received the sum of six pounds from Mr. Ashe, the banker, of Carcoar, one of the claimants to the land, to defray his expenses while engaged in the survey of the land to which we lay claim. I think it was on account of that letter that I wrote the memo. that some surveyor other than Mr. Machattie was to be sent.

373. *Mr. Dangar.*] Upon whose survey was your decision granted? From all the facts before me—the facts of this map of Mr. Fisher's were before me.

374. Your decision, No. 34, at page 11, was grounded upon Mr. Fisher's survey (*Appendix B*)? My decision was founded first of all upon the statement of Baker and Thorn, the declaration of Thorn, and the reports of the two surveyors, and with their sketch and plan before me.

375. *Mr. Cameron.*] In the first paragraph of your published decision you say—"In my opinion, Martin and party are entitled to their selections in the positions indicated and shown on Mr. Fisher's plan, and marked with the letters A and B respectively"? Yes.

376. The plan you there refer to is *Appendix B*? Yes.

377. And you have stated to the Committee that you believe that plan and the preceding plan to be incorrect? I do not say that.

378. You say at all events that they show Neville's land in the wrong position altogether? You misunderstand me. I say that Neville's land is not placed in a correct position in accordance with either the sketch or Mr. Fisher's plan. If I had given a decision in accordance with the plan, I should have done the other people out of their land. I satisfied myself as to the position of the land from that plan and the reports connected with it.

379. In giving your decision you paid no attention to this plan before you? I had all the plans before me, and I considered them in connection with the reports.

380. But you did not think them worthy of credence? Yes, I did; they gave an indication of position. When I read Mr. Fisher's statement that because Neville and party had dug holes and sunk shafts they ought to have the land, and when I found that the position indicated by Mr. Fisher's plan was not correct in accordance with the description, I saw that I should not be deciding according to law if I decided upon such data.

381. *Chairman.*] This decision has been arrived at irrespective of the surveyor's plan? No, I had the plans before me.

382. *Mr. Cameron.*] Is the decision based on Mr. Fisher's plan? The plan itself shows that Neville and party are not entitled to the land.

383. As a matter of fact, have you not given evidence this morning that these plans or tracings are not correct? I could not say that. I have not gone over the ground myself.

384. *Mr. Dangar.*] When an application is made for land, is it not the usual practice of your department to send a surveyor up? No. Sent up from where?

385. *Mr. Cameron.*] When applications for land are made, instructions to measure are sent to the district surveyor? Yes; the instructions are sent to the district surveyor, who passes them on to any surveyor he likes for measurement. As soon as a dispute arose, it was unnecessary to have a further inquiry and a preliminary survey and report.

386. *Mr. Dangar.*] In the event of an application being made for land of any kind—conditional purchase, mineral selection, or otherwise,—is it not a fact that the department orders the survey of the land according to application? It is the practice of the Surveyor General to forward the applications to the district surveyor, who apportions the work to any surveyor under him; and they are supposed to measure according to the description.

387. What do they do? Send in their report and plan.

388. What course is next adopted? The Minister signs a minute for the approval of the Executive Council recommending the granting of the lease.

389. According to the survey? Yes.

390. What was the reason you deviated from the rule in respect to this case? I did not deviate from it—the land was not surveyed at the time I gave my decision.

391. *Mr. Cameron.*] If the land was not surveyed at the time you gave your decision, to what do you allude when you gave your decision, when you speak of Mr. Fisher's plan marked A and B? You appear to me not to understand the distinction between a final survey made by the department and a survey made to determine the position of the land approximately. Mr. Fisher is more accurate than Mr. Machattie, for he has gone more particularly into defining the position of Joseph Martin's land. If you will refer to *Appendix D* and *Appendix E*, you will see from *Appendix D* that the actual survey of the land was made on the 4th of February, 1873, of Jordan, West, and Markham's land. By referring to *Appendix E* you will see that the date of survey of Crane, Baker, Bennett, and Thorn's land was February 3, 1873. Those are the actual surveys of the land. The others preceded them, and are not surveys in the sense of being surveys of the department.

392. *Mr. Dangar.*] What we want to find out is, on which of the surveys you grounded your decision? Not on any survey alone. I have told the Committee that I had Mr. Fisher's plan before me, Mr. Fisher's report, Mr. Machattie's report, and the evidence of the other people I named. I gave my decision on weighing all the facts placed before me.

TUESDAY, 13 JULY, 1875.

Present:—

MR. DANGAR, | MR. TERRY.

JAMES S. FARNELL, Esq., IN THE CHAIR.

P. F. Adams, Esq., examined:—

P. F. Adams,
Esq.

13 July, 1875.

393. *Chairman.*] You are the Surveyor General of the Colony? I am.394. By reference to the original description which I now hand you (*handing the same to the witness—vide Appendix B*), and the plan, *Appendix B* in the printed papers, will you describe what would be the true position of the land for which application was made by Neville and party? It would appear on the plan about 25 chains east by south of the south-east corner of the square portion shown upon the plan with the box-tree marked J.O.C. in the centre.

395. Is that the position it is in from Jordan and West's? It is a mile from about the centre of that land, and a mile from the road in a southerly direction.

396. I may inform you that, on the 8th of October, the Land Agent wrote to the Lands Office, stating that the word "southerly" in the original description should read "northerly"; that application was sent up to the draftsman, the proper officer, who made a recommendation that the alteration should be allowed, provided land were available. That was approved by the Minister (4/11/72), and the amendment was allowed; therefore the description under the amendment will read northerly instead of southerly. Will you now be kind enough to show the position of that land from the boundary of Jordan and West, in accordance with that altered description? The centre of the land would lay somewhere about twenty chains north-east from the north-east corner of the portion marked on the sketch before me as 40 acres claimed by R. Neville & Co.

397. Would not that be eighty chains north-easterly from the northern boundary of Jordan and West? It would be eighty chains due north from the centre of the 80 acres claimed by West and Jordan. (*The witness marked on the plan, Appendix B, the position. Vide Separate Appendix.*)

Mr. Robert Martin further examined:—

Mr. R.
Martin.398. *Chairman.*] You are desirous of giving some further evidence in this matter? Yes.

399. You want to make some statement in reference to Mr. Thorn's declaration, I believe? Yes.

13 July, 1875.

400. Will you point out to the Committee what it is? It is in page 21 of the printed papers, enclosure B. In the last two lines Mr. Thorn states: "That after the 3rd September, 1872, and not later than the 5th September, 1872, I was again on the 40 acres in question, and tried and tested the said ground until the dispute between me and Martin and Neville took place."

401. Which Martin is that? Joseph Martin. In page 6, No. 11, Mr. Thorn writes to Mr. Whitty, from Grenfell, on the 4th September, 1872, in the last line—"I have nothing more to say until I come down on Monday." So that it is impossible he could be on the ground until the 9th. Therefore that part of his statement must be untrue.

402. Do you know of your own knowledge that he was not there? One of the witnesses who was down to give evidence (Mr. Whitty) states that he knew of his own knowledge that he did not come down for some days after that.

403. In what way do you conceive that this affects the case? It proves that that part of his statement is untrue.

404. You want to show that the letter written by him on the 4th of September is inconsistent with the latter part of the declaration made on the 1st November? Yes.

405. Is there anything further you wish to state to the Committee? No.

MINERAL SELECTION AT MILBURN CREEK.

APPENDIX.

[To the Evidence of Mr. Robert Martin, 1 June, 1875.]

A 1.

Summer Hill, Lachlan River,
1 April, 1873.

We, John Whitty and Thomas Whitty, do solemnly swear and declare that we, in company with Thorn, on or about the thirtieth (30th) day of August, 1872, did take up and mark a forty-acre lease, north of Jordan and West's copper lease, known as the Milburn Creek Copper Mine, and about three miles from Spring Vale; and we declare that the above forty-acre lease was taken up adjoining Jordan and West's lease; and we also made an agreement with Thorn that we should have an interest in the forty acres above named: And we also declare that after Neville and party had taken up a forty-acre lease, Thorn wanted us to say that the ground taken up by Neville and party was our ground, and if we would take possession we would get it, and advised us to go and stick to the ground taken up by Neville and party, which we declined to do.

JOHN WHITTY.

his
THOMAS X WHITTY.
mark.

Witness to Thomas Whitty's mark,—
HARRY MAWBY.

Sworn before me, this 1st day of April, 1873,—
ALFRED R. WEST, J.P.

A 2.

I, JAMES MARKHAM, of Milburn Creek, in the Colony of New South Wales, do solemnly declare that I did, on or about the 13th day of August, 1872, sink a hole on the copper lease now in dispute between Neville and party and Baker, Thorn, and party: And I do declare that I, in company with Nicholas Jordan, were the first to sink the hole on or about the above date, and at that time Thorn and party never had the ground taken up; and at the time Surveyor Machattie came to measure the ground in dispute, Thorn told Machattie that it was he (Thorn) who sank the hole, which is false.

I make this declaration believing it to be true and correct to the best of my knowledge and belief.

JAMES MARKHAM.

Declared before me, this 6th day of October, 1873,—
ALFRED R. WEST, J.P.

A 3.

Cowra, 1 April, 1873.

I, JOHN JORDAN, of Clifton Park, Lachlan River, do solemnly swear and declare that John Whitty did, on or about the twenty-eighth day of August, 1872, ask me if I would peg off my copper lease known as Jordan and West's, so that he would have an opportunity of marking off a lease adjoining. I immediately marked the ground off for Jordan and West's lease, eighty acres; a day or two after, I saw the ground adjoining West and Jordan's lease had been marked off, and was told by Thorn that we (meaning himself and Whittys) had marked their ground adjoining Jordan and West's lease, with the exception of five or six feet, which he said he would leave as a narrow strip, and which could be divided between them when the surveyor came to measure the ground. The ground marked off by Thorn was north of Jordan and West's lease.

J. N. JORDAN.

Sworn before me, this 1st day of April, 1873,—
ALFRED R. WEST, J.P.

A 4.

Wallangobba, Lachlan River,
1 April, 1873.

I, THOMAS NEVILLE, do solemnly swear and declare that Thorn told me the ground he claimed was not the ground he applied for; and Thorn also stated that he (Neville) could not blame him to try and get the ground if he could; and he also wished me to amalgamate the two forty acres.

THOMAS NEVILLE.

Sworn before me, this 1st day of April, 1873,—
ALFRED R. WEST, J.P.

[To the Evidence of William Blackman, Esq., 16 June, 1875.]

B.

C.P. No. 72-6000. Alienation Act, section 10.

Land Agent's No. 60, 1872.

Application by Richard Neville, Thomas Neville, James Lynch, Robert Martin, for the conditional purchase, for mining purposes, of unimproved land without competition.

RECEIVED with deposit, this nineteenth day of September, 1872, at ten o'clock, by

EDW. J. C. NORTH,
Land Agent for Carcoar District.

Richard

Richard Neville and Party to The Crown Lands Agent, Carcoar.

Carcoar, 19 September, 1872.

Sir,

We desire to purchase without competition, for mining purposes other than gold-mining, under the Crown Lands Alienation Act of 1861, the undermentioned portion of unimproved Crown Land, and I tender herewith a deposit at the rate of ten (10) shillings per acre on the area for which we apply.

We are, &c.,

For self and party,

RICHARD NEVILLE,

Wood's Flat, *vide* Cowra.

DESCRIPTION:—

County of Bathurst, parish of Bracebridge, 40 acres. About one mile east of the road from Spring Vale to James Park, and about a mile in a southerly direction from Markham and West's copper lease. To be taken as marked by applicants.

NOTE.—Received in the Department of Lands, 25 September, 1872.

Cancelled by 73-2888, 23/8/73. W.A.T., 9 Oct., /72. Mr. D.-S. Fisher to measure, if unobjectionable.—Noted, 19/11/72.—E.F. B.C., 19/11/72. 23/11/72. No. 1200.

NOTE.—There was a letter from the Land Agent attached to this, stating the mistake was his, as Neville stated northerly from Markham, Mori, Jordan, & Co.'s lease, and it would be hard to deprive him of the land he marked and intended to take up, from a mistake of the Land Agent.

[Handed in by the Chairman, 16 June, 1875.]

C 1.

Grenfell, 7 June, 1875.

To the Select Committee of the Legislative Assembly sitting to investigate the Petition of Richard Neville.

Gentlemen,

We, the undersigned shareholders in the Milburn Creek Copper Mining Company (Limited); hearing that a Select Committee has been appointed to inquire into the claim of one Richard Neville and party to the right to a mineral lease at Milburn Creek, take the liberty of sending a brief statement to the Committee; and we trust that, if we are in thus doing taking an unusual or irregular course, we should be pardoned, on account of the great interest we possess in the mine which is in question, and indeed we may say of the principle involved, in the result of the investigation which the Committee are about to make.

We may state that the present Milburn Creek Copper Mining Company, of which we are shareholders, are working their mine by virtue of Thorn, Baker, and party's right to the ground.

A considerable time after the dispute was settled between Neville and party and Baker and party, respecting the mineral lease at Milburn Creek, we bought into the mine. It is true we heard that there had been some dispute between three different parties as to the right to this valuable property, but upon inquiry we found that it had, as we thought, after the fullest inquiry, been conclusively settled by the Government.

Upon examining the Parliamentary papers, a return of which was ordered some year and a half ago, on the motion of Mr. R. B. Smith, it will be seen that it is almost impossible for any case of this nature to have been more fully investigated by the Government than this has been.

The case was under investigation in the Lands Office from October, 1872, to January, 1873, and, as is evident, received from the then Minister for Lands the fullest consideration.

Two surveys were made by different surveyors, and documentary evidence from each of the three disputants was placed before the Minister. (See particularly Joseph Martin's letter of the 13th November, 1872, page 12 of printed papers; Neville and party's letter of the 20th December, 1872, page 14; and Thorn, Baker, and party's statement of the 4th of January, 1873, page 18.)

The Minister gave a decision, on the 14th January, 1873 (page 19 of printed papers), in favour of Thorn and party.

On the 11th of March, 1873, Neville and party petitioned His Excellency the Governor that he would withhold the issue of the lease to Thorn, Baker, and party till a full inquiry was made into the matter.

His Excellency the Governor upon this referred the matter to the Cabinet, and the Ministry, by a minute (see printed papers, page 27), stated they saw no reason for interference in the case.

Upon this, and on or about the 17th March, 1873, His Excellency caused to be issued the lease of this land to Thorn, Baker, and party, which lease is now in the hands of the Trustees of our Company.

We submit that, after such an inquiry into this matter, and after the lease being issued by the Crown, that any capitalists or speculators would be justified in investing their money in any business or enterprise so guaranteed.

The Parliament in its wisdom has, it seems, upon the petition of Neville and party, authorized a Select Committee to inquire again into this matter; but we would submit, with all due respect, that it is only upon the very strongest case being made out by Neville and party that the rights of our Company should be disturbed.

Two years and a half have passed since the decision of the Minister was given. The Minister fully investigated the case before giving this decision.

His Excellency the Governor stayed the issue of the lease to make a further inquiry, and the whole Cabinet of the day also investigated the matter, and decided in Thorn, Baker, and party's favour.

After all this the lease is issued; and we would submit that, if a lease from the Crown, whether a mineral lease or one of any other nature, is to be upset after a lapse of years, unless upon some extraordinary or quite exceptional reason, a death-blow would be struck to enterprise in the Country, which would be exceedingly disastrous, as confidence in the tenure of lands held by lease from the Crown would be destroyed.

We can personally give no evidence in the case under consideration, but, as persons who have invested largely in the mine after the whole case was settled, we have thought it only right to make the Committee acquainted with the magnitude of the interests involved in the decision to be arrived at and the important principle at stake, in the hope that, if it is thought right by the Committee to go into the matter beyond what the Parliamentary papers disclose, the fullest and most complete investigation will be made.

We are, &c.,

JOSEPH RICH.
J. R. EVERET.
PATRICK DAVIDSON.
CHARLES MATHISON.
J. LINDSAY WAUGH.
CHARLES MULLER.

C 2.

Milburn Creek Copper Mine, near Carcoar,
8 June, 1875.

To the Select Committee sitting to inquire into the matter of Richard Neville's Petition respecting land at Milburn Creek.

Gentlemen,

We hear that Parliament has, upon the petition of one Richard Neville, authorized the appointment of a Select Committee to inquire into the circumstances attendant upon the issue, some time ago, of a mineral lease of land near Milburn Creek to Messrs. Thorn, Baker, Crane, Bennett, and party. We beg to say we are Directors of the Milburn Creek Copper Mining Company (Limited), which Company is now in possession of the land for which His Excellency the Governor caused a mineral lease to be issued, on or about the 17th March, 1873, to the said Thorn, Baker, Crane, Bennett, and party.

As the interests of our Company would seem to be involved in the investigation about to be made, and we cannot, as we understand, appear before you personally or by counsel, we trust you will allow us to lay a statement before you relating to this matter.

We believe that the whole of the circumstances relating to the claims made by *three* different parties—viz., Joseph Martin and party; Thorn, Crane, Baker, and party; and Neville and party—to the valuable copper mine on the land in question, will be found in the papers moved for by Mr. R. B. Smith, and ordered to be printed on the 13th February, 1874.

In these printed papers will be found also copies of a number of documents relating to mineral leases adjoining and surrounding the forty-acre lease granted to Thorn, Baker, and party, which leases belong, many of them, to persons not interested in the dispute between Thorn and Neville, excepting in so far that the position of their land depends upon the boundaries of Thorn, Baker, and party's boundaries being adhered to.

The facts of the case as regards the rival claims of Thorn, Baker, and party, and Neville and party, and leaving out of consideration Joseph Martin and party, the third disputant in the matter, as shown by the printed papers, seem to be simply these:—

On the 3rd September, 1872, Crane, Bennett, Baker, and Thorn, made application for a mineral lease (*see document No. 10, page 6 of the printed papers*), which is the lease of the land now occupied by them, and of the land claimed by Neville and party.

On the 19th September, 1872, or *sixteen* days after the above-named application for lease, Neville and party applied to conditionally purchase forty acres of mineral land, being the land now in possession of Thorn and party, by virtue of their lease. (*See Neville's application and description, page 23 of printed papers.*)

The Minister for Lands took from September 1872 to June 1873 to investigate the rival claims to the land in question, and decided in favour of Thorn and party. (*See document No. 34 in printed papers.*) Before the Minister gave his decision he caused two surveyors, Messrs. Machattie and Fisher, to make each a report to him on the matter. Each surveyor, in a loose and desultory manner, examined witnesses who happened to be on the ground at the time, and each made his report—not founded only on the surveys and measurements, but upon the loose and vague statements of persons present, and, as might be expected, each surveyor differed from the other in the exact position which he thought Thorn and party and Neville and party should respectively occupy on the land.

It appears to have been decided by the Minister, and we think very properly so, that it was he who was to decide upon the evidence, and not the surveyors,—their business being simply one of survey or measurement. The Minister, in his decision to which we have referred, did so decide, and has given his reasons for such decision.

Upon the decision being arrived at by the Minister, a lease was about to issue, when, on the 17th March, 1873, Neville and party petitioned His Excellency the Governor to withhold the issue of the lease till a further inquiry was made. His Excellency did so withhold the issue of the lease, and referred the matter to the Cabinet, who decided that they saw no reason for interference in the case. (*See printed papers, page 27.*) Upon this His Excellency caused the lease to be issued to Thorn, Baker, Crane, and Bennett, which lease is now in the hands of the Trustees of our Company.

From March, 1873, to the present time, now two years and a quarter, neither Neville and party, or the other disputants, Joseph Martin and party, have taken any steps to have this matter reopened; and we submit it is incumbent on either of them to show the very strongest reasons to justify, after this lapse of time, an investigation into the justice of the decision of the Minister.

We submit there must be some finality in matters of this kind, and that if the holder of a mineral lease, or a pastoral lease, or indeed of any lease from the Crown, is, after years of quiet possession, and after making costly improvements on his leased land, to have his property placed in jeopardy by continual fresh inquiries into the right of the Crown to lease him the land, there will be no security or encouragement for the investment of capital on leased property held from the Crown.

We submit, with all due respect, that Thorn, Baker, and party's right to have this lease depends on *two* circumstances, viz.,—Did they make application *first* for the land; and, if they did, is the land which was surveyed for them the land they intended to lease when they made their application?

That they made application on the 3rd September, 1872, and that Neville made application on the 19th September, 1872, is incontestable.

As to the land leased to Thorn and party being the land they applied for, Thorn swears it is, and that he marked it out before and on the 3rd September, 1872. Neville says they knew of it first. Then why, it may be asked, did they not apply for it before Thorn?

Either Neville knew of this copper lode and occupied on or before the 3rd September, or they did not. If they did not, then there is an end of the matter. If they did, they should have applied before Thorn to have obtained the right to the lease.

To conclude,—we would submit that this land has passed now for some time into the hands of a Joint Stock Company, which has been at great cost in erecting smelting works and other costly appliances to work the mine on the said land, and that a number of persons have, since the formation of the Company, invested considerable sums of money in the mine on the faith of the security the lease afforded; and that, taking all the circumstances into consideration, there is nothing in the printed papers, or in any statement which it is possible Neville can make, which will justify the reopening the whole matter.

Should, however, the Committee, after perusing the printed papers, and hearing Neville and party's statement, deem it desirable to reopen the whole case with all parties, we trust an opportunity will be afforded us of appearing before the Committee by counsel, so that our case may be fully and completely brought under notice.

We are, &c.,

For the Directors of the Milburn Creek Copper Mining Company (Limited),
E. A. BAKER,

Managing Director.

[To the Evidence of Mr. R. Martin, 5 July, 1875.]

D 1.

I, R. R. MACHATTIE, licensed surveyor, do hereby solemnly declare that on or about the 24th September, 1872, I went out on horseback to see the position of copper lodes, so that I might know the road to take equipments out. On that date Robert Martin and Richard Neville were working the lode, and had been continuously working from the day of selection and previous. They were in undisputed possession; the ground was properly marked out by Richard Neville and Thomas Neville. When inquiry was going on I asked Mr. Thorn to show me the trees he had marked; after riding about with him for an hour he could not show me a single tree, afterwards asked J. Whitty, who stated he was a partner of Mr. Thorn's, and was not contradicted, and had marked out the ground for Mr. Thorn according to his instructions; he showed me the trees duly marked as shown in Mr. District Surveyor Fisher's plan, in close proximity to Messrs. Ash and Jordan's lease. I then rode in company with Mr. Thorn and T. Neville, and showed Thorn the trees so marked by T. Neville; he (Thorn) stated they were not his marked trees. That Thorn saw R. Martin and Neville working in the shaft in my presence, and did not in any way dispute their right to the ground. That I consider Mr. Thorn was not entitled to the ground surveyed from the private plan and letter I saw from Thorn which was afterwards forwarded to the Government. That plan exactly agreed with the ground as marked by Thorn and Whitty. That Thorn did not lay any claim to the land then held by Neville & Co., until it had been some time disputed by J. Martin & Co.
June 29th, 1875.

R. R. MACHATTIE, Licd. Surveyor.

Witness—W. T. PINNEY, J.P.

D 2.

D 2.

Sydney, 2 July, 1875.

I, JOHN JORDAN, of Clifton Park, Lachlan River, do hereby solemnly swear and declare that, on or about the 28th day of August, 1872, John Whitty came to me, and said that G. S. Thorn had sent him to request me to mark out the southern boundary of the mineral lease known as Jordan and West's, so that he (Thorn) may have opportunity of marking off a selection adjoining; I immediately marked our southern boundary, and a day or two after I saw that another selection had been marked, leaving a space of 5 or 6 feet (five or six feet) between our boundary and that newly marked.

And the first time I saw Thorn, say six or eight days after, he told me, saying—"We have marked our selection, and have left about six feet between your boundary and our mark, in case it may be required on a survey of your ground, and if not so required we can divide the strip between us." The ground so marked was immediately adjoining our southern boundary.

And I further declare that I never at any time saw Thorn, or any person in his behalf, in any way trying or prospecting this disputed ground; nor did I ever see any other ground supposed to be marked by Thorn other than that already described; the ground so described lies between Jordan and West's and that herein in dispute.

And further, I never heard of Thorn, or any one in his behalf, as either prospecting or in occupation on the disputed ground; the only parties that I saw or heard of as either prospecting or in occupation being Neville & Co., which party I saw both in occupation and at very frequently; if any other parties had been there I must from my facilities have either seen or heard of them.

I make this my declaration fully affirming the same to be true.

JOHN JORDAN.

A. THOMPSON, J.P.

D 3.

Sydney, 2 July, 1875.

I, RICHARD NEVILLE, do solemnly swear and declare that, on the 18th day of September, 1872, we, Neville and party, being then on our ground, decided that our prospect of said ground was of so satisfactory a nature as to warrant our taking a conditional purchase, in preference to a mineral lease; and I, in company with my brother, Thomas Neville, proceeded and marked four corners as boundaries of our intended selection; and on the next day, Sept. 19th, I went to the Land Office, Carcoar, and lodged written application to select said forty acres, and deposited with the Land Agent twenty pounds (£20), in pursuance of the regulations in such cases.

I then returned on to the selection so made, and remained in occupation, and worked the same up to the receipt of notice that a lease of our ground had been issued to Thorn, Crane, and party, with a notice to quit; that we made permanent improvements, built a hut, and proceeded to open up the ground.

That I never received or heard of any notice or claim by Thorn, although he, Thorn, was on the ground, and saw my mates and self in occupation and at work, and he made no remark of any kind as to his intention to dispute our right, nor did we hear anything of it until after the arrival of Mr. Machattie to survey the several leases and selections applied for.

And I further declare that the said G. S. Thorn did not do anything in the way of trying or prospecting this particular ground up to the arrival of the surveyor.

And I further declare that my application to select properly described this ground as being situate about one mile in a northerly direction from Jordan and Ashe's lease, the mistake of the Lands Agent notwithstanding.

RICHARD NEVILLE.

A. THOMPSON, J.P.

D 4.

Sydney, 2 July, 1875.

I, THOMAS NEVILLE, do solemnly swear and declare that I, in company with Richard Neville, James Lynch, and Robert Martin, took possession of forty acres of land for the purpose of prospecting and selecting for mining purposes; that the date of so occupying was on or about the 14th day of September, 1872; and the ground situate near Milburn Creek, in the county of Bathurst; that we found the prospect so good as to determine us to make a conditional purchase; that I marked an apple-tree as the centre of our ground, with T.N., and posted a notice thereon of our intention to apply for forty acres surrounding said tree; that previous to our application to select this ground we satisfied ourselves that no other person was in possession either by occupation or by posted notice of intention to occupy this ground; that I neither saw or heard of any intention on the part of Thorn or any other person to dispute our first rights to this ground (although Thorn was on the ground and saw our party working the same) until after the arrival of the surveyor. When Mr. Machattie came on the ground he requested Thorn to point out his marked trees, and after making every effort to do so, he (Thorn) acknowledged that he could not point to any as his marks; we were then requested to point out our marked trees, which we immediately did; Thorn admitting they were not his.

I make this declaration and affirmation fully assured the same is true.

A. THOMPSON, J.P.

THOMAS NEVILLE.

[To the Evidence of E. A. Baker, Esq., M.P., 5th July, 1875.]

E 1.

I, DONALD McDONALD, of Wood's Flat, near Cowra, do solemnly and sincerely declare as follows:—I am and have been for some time a storekeeper at Wood's Flat, near Cowra; about the month of June, or early in July in the year 1873, a person who used to deal with me, of the name of Michael Alpin, came to my store and entered into conversation with me about the dispute which was then and had been pending between the different claimants to the land which is now leased to Thorn, Baker, and party, and stated to me as follows:—"That on the day the lode (meaning the lode now being worked on Thorn's lease) was found and the ground marked out, he (Alpin) and Thorn, and Thos. Whitty, were together trying to trace the lode from Jordan's 80-acre lease along the hills; that after going some little distance over the hills, they sat down and lighted a fire on a ridge; and that one of them, after a while, went down the gully and presently came back with a piece of ore in his hand, saying he had found the lode; that thereupon Thorn, he, and Whitty marked out the lease, being the same ground that Thorn claims, and having the lode just in the centre; that Thorn agreed, when he had got the lease, he would give Whitty an interest in it, viz., 5 per cent.; that after marking out the ground, they went to Tom Neville's house and wrote out an agreement, whereby Thorn agreed to give Whitty the 5 per cent. of what he (Thorn) got; that Thorn immediately left for Grenfell; that a day or two after Thorn had left for Grenfell, Thomas Whitty and he (Alpin) thought that perhaps Thorn would not act fairly with them and give the interest he promised, and they determined to go to Tom Neville and "do" Thorn out of the ground; that they did go to Tom Neville's and agreed to "do" Thorn out of the ground; that Neville went away after this, and soon after saw some other parties, and then applied to purchase the land.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales and to substitute Declarations in lieu thereof and for the suppression of voluntary and extra-judicial Oaths and Affidavits."

D. McDONALD.

Subscribed and declared at Carcoar, the 22nd day of }
June, A.D. 1875, before me,—

EDWD. J. C. NORTH, J.P.

E 2.

I, WILLIAM RAMSBOTTOM, residing near Cowra, do hereby solemnly and sincerely declare as follows:—I am a miner and have been for many years; in the month of June or early in July, 1873, I was at Wood's Flat, which is distant from the Milburn Creek Copper Mine about twelve miles; when there, at this time, I went to Mr. McDonald's store, and there met a person of the name of Michael Alpin, whom I had known before; we entered into conversation about the dispute which had been going on for some time between Thorn and party and Neville and party; and Alpin stated as follows:—That shortly after the lode of copper was found in Jordan and Ash's 80 acre lease, Mr. Thorn, Tom Whitty, and he, were together in the bush, trying to trace the lode along the hills, from Jordan's and Ash's mine; and after going a short distance they came to a hill, and sat down and lighted a fire; after sitting a short time, Mr. Thorn went down the gully alone, looking for the lode, and came back with a piece of ore in his hand, saying he had found the lode; it was then agreed that Thorn should take out a lease of the ground on which the lode was; and that he should give Whitty 5 per cent. of his interest in the lease; Thorn, Whitty, and he (Alpin) then went to Tom Neville's house, and made the agreement; and Thorn left for Grenfell; about a fortnight after Thorn had left for Grenfell, Whitty and he (Alpin) began to think Thorn might not keep his agreement to give Whitty the interest he promised, and they determined to lay the Nevilles on to secure the ground Thorn was to lease; he (Alpin) and Tom Whitty then went to the two Nevilles, and one of the Nevilles said they would take up the ground, and secure the ground if they could.

I, William Ramsbottom, also declare that the hill mentioned to me by Alpin, where Thorn and Whitty lighted the fire, is the hill just above the lode, and that the gully described to me by Alpin as the gully Mr. Thorn went down and found the lode, is the gully where the lode of copper on Thorn, Baker, and party's lease is now being worked.

I, William Ramsbottom, also declare that, in the month of June, 1873, I and John Pilkinton and party were working the copper mine then leased to Messrs. Thorn, Baker, and party on tribute; and that in this month, one day Tom Whitty came to our hut, and in the course of conversation stated to me, and in the presence of John Pilkington, Thomas Pilkington, Joseph Willis, and John Williams, as follows:—That about the time Jordan and Ash's mine was found he and Mr. Thorn and Alpin were out trying to trace the lode along the hills, and they camped on a hill and lighted a fire; that Mr. Thorn left the party, and went and found the lode (meaning the lode which we the tributers were then working); it was agreed that Mr. Thorn was to take up a lease of the ground, and give him (Whitty) five per cent. of his interest in the lease; Thorn left then; after making the agreement he (Whitty), thinking Thorn would not give him what he promised, determined to lay the Nevilles on to secure the ground and get an interest from them; he did lay the Nevilles on, and they were trying to get it.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "*An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales and to substitute Declarations in lieu thereof and for the suppression of voluntary and extra-judicial Oaths and Affidavits.*"

WILLIAM RAMSBOTTOM.

Subscribed and declared at Carcoar, the 20th day of }
June, A.D. 1875, before me,—

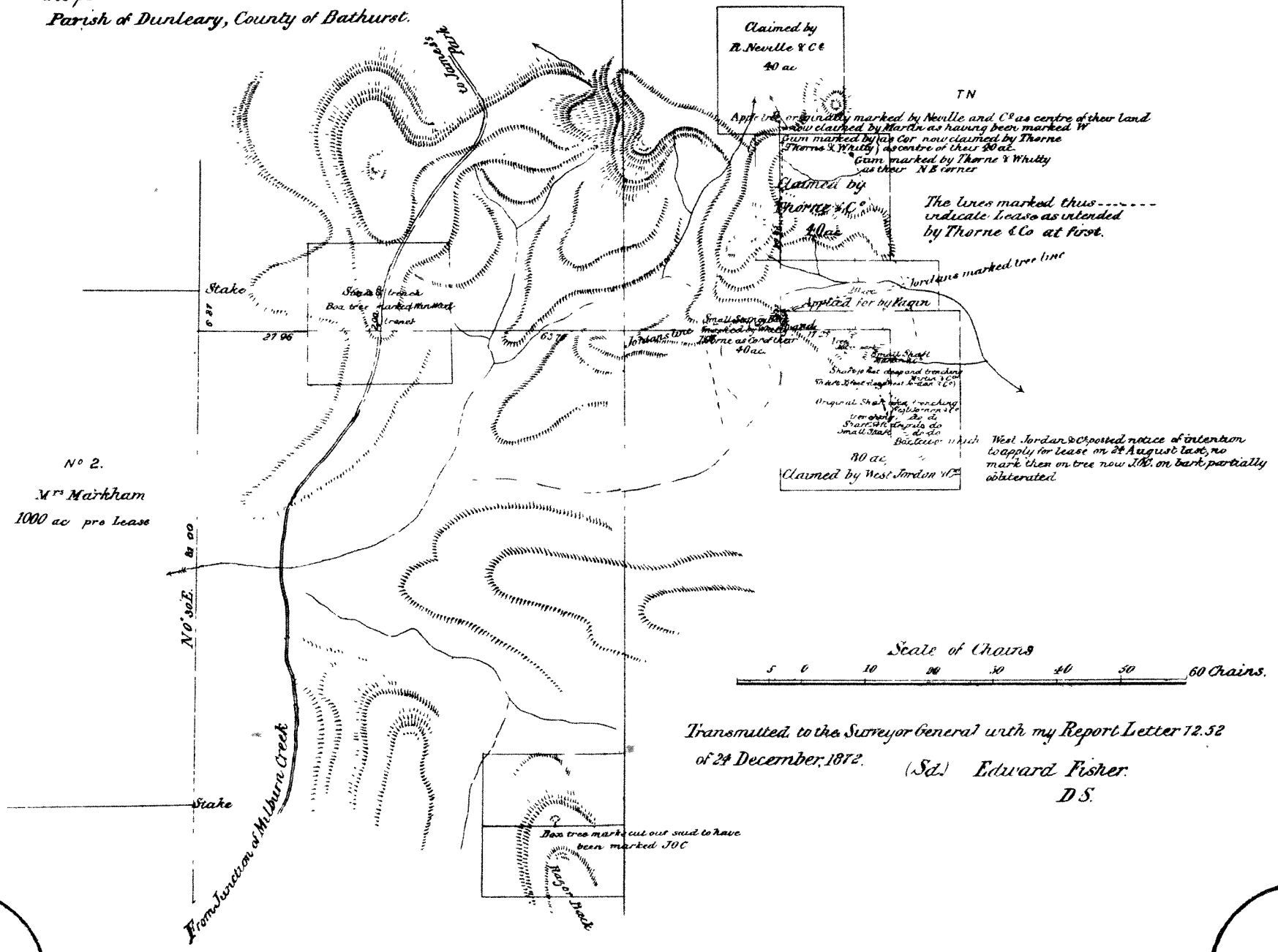
EDWD. J. C. NORTH, J.P.

13 July, 1875.

Tracing from

Plan shewing the relative positions of lands applied for as Mineral Leases by Martin and party, Neville and party, Thorne and party & Jordan and party, shewing also the positions of their marked trees Near Milburn Creek. Parish of Dunleary, County of Bathurst.

Leases
Lands Department / 12/28051



N^o 2.
M^r Markham
1000 ac pro Lease

Transmitted to the Surveyor General with my Report Letter 12.52
of 24 December, 1872. (Sd.) Edward Fisher.
D.S.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MINING ACT OF 1874.

(PETITION FOR AMENDMENT OF—MINERS OF TINGHA, INVERELL, AND COPE'S CREEK.)

Ordered by the Legislative Assembly to be printed, 12 May, 1875.

To the Honorable Members of the Legislative Assembly of New South Wales, in Parliament assembled
The humble Petition of the undersigned Miners and Residents of Inverell, Tingha, and Cope's
Creek,—

SHOWETH:—

That the Government having indicated their intention, during the present Session, of amending the Mining Act of the 16th of April, 1874, your Petitioners gladly accept the opportunity of reminding your Honorable House that in the said Act inducement, by practical legislation in detail, has exempted from tin development in the Colony, and although not at present engaged in gold-mining, we have brought our experience to bear on the development of that ore, and deeply regret that the Mining Board has been deprived of power to advise the Government by drafting regulations suitable for the holders of mineral licenses.

Your Petitioners having faithfully persevered in proving the tin mines of this Colony payable, would now remind your Honorable House that during the great stanniferous mania of 1872, the then Minister of Lands adopted a method of free selection, omitting the rivers and creeks from the actual boundaries of each mineral block, and that no amendment to that method has been made. We therefore pray that provision should be made by which applicants for mineral leases or licenses should be entitled to take up such areas of land as they desire to work and pay for, subject to such covenants as the Government may deem necessary.

Your Petitioners would also remind your Honorable House that a great loss of revenue and labour has accrued to the Colony in consequence of the mineral leases for tin lands not being promptly issued or cancelled after survey; and as such lands generally have neither been worked nor rent paid during the last three (3) years, thereby creating a difficulty on the part of mineral license holders to know what land is open to the privileges of their authority.

Your Petitioners have long been accustomed to representation as holders of miners' rights and leases, and feel aggrieved that their titles for mineral lands other than gold should deprive us from having a voice in our legislation and the Mining Board. We therefore pray that your Honorable House will please to assimilate this franchise to that enjoyed by us hitherto and all other holders of mineral rights.

In order that mining disputes may be promptly settled, your Petitioners, like all other miners or parties interested in mineral development, require executive administration on the tin fields similar to the method provided for the gold fields; and most respectfully urge the necessity of having a Warden appointed at Inverell, where a Mining Registrar has been already appointed. And your Petitioners pray your Honorable House to take the premises into consideration.

And your Petitioners, as in duty bound, will ever pray.

Tingha, 27th March, 1875.

Here follow 300 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

DRAFT MINING BILL.

Ordered by the Legislative Assembly to be printed, 11 August, 1875.

39^o VICTORIÆ, 1875.

A BILL

To provide for the Management of and the Administration of Justice in relation to Mining Interests.

BE it enacted by the Queen's Most Excellent Majesty by and with Preamble. 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:—

Preliminary.

1. This Act shall come into force on the first day of 1875 Commencement and short title. and may be cited as the "Mining Act 1875."

2. In the construction and for the purposes of this Act the following terms in inverted commas shall if not inconsistent with the Interpretation of terms. text or subject matter have the respective meanings hereby assigned to them and comprise the particulars hereby included therein (that is to say):—

"This Act" or "Any Act"—Shall include any Regulation made by the Governor or Mining Board and still in force.

"Business"—The vending or disposition of any goods merchandise or chattels (farm or dairy produce excepted) whether by hawking or in any other manner.

310—A

"Claim"—

“Claim”—The portion of Crown Land which any person or number of persons shall lawfully have taken possession of and be entitled to occupy for the purpose of seeking gold therein or any number of such portions lawfully amalgamated by their owners but shall not include any land comprised in any lease granted for mining purposes.

“Complaint”—Shall include every form of action or suit cognizable by any Court under this Act.

“Crown Lands”—All lands vested in Her Majesty which have not been dedicated to any public purpose or which have not been granted in fee or lawfully contracted to be so granted or which are not under lease or promise of lease for purposes other than pastoral purposes and all lands which have been or shall be proclaimed a temporary common within any gold field.

“Earth”—Any rock stone quartz clay sand soil and mineral.

“Gold”—As well any gold as any earth containing gold or having gold mixed in the substance thereof or set apart for the purpose of extracting gold therefrom.

“Gold Field”—Crown Lands proclaimed a Gold Field.

“Governor”—The Governor with the advice of the Executive Council.

The substantive—“Mine”—Any place pit shaft drive level or other excavation drift gutter lead vein lode or reef wherein or whereby any operation for or in connection with mining purposes is or shall be carried on.

The verb—“To mine”—To disturb remove raise cart carry any mineral or to wash sift smelt refine crush or otherwise to deal with any earth by any mode or method whatsoever for the purpose of obtaining gold or other metals therefrom.

“Minister”—The Secretary for Mines.

“Miner’s Right”—A miner’s right issued under the provisions of this Act or of the Act hereby repealed.

“Mining Lease”—A lease issued under the provisions of this Act or of any previous Act for mining purposes.

“Mining Purposes”—The purpose of obtaining gold or any other mineral by any mode or method and of stacking or otherwise storing any earth.

“Mining Surveyor”—A Surveyor expressly appointed to make surveys under this Act.

“Race”—Any artificial channel or ditch for the conveyance of water and also the natural bed of any creek or gully through which water is led or diverted for mining for gold or any other mineral.

“Registrar of the Court of Mines” shall include any Deputy Registrar of such Court appointed by the Governor.

“Regulations”—The Regulations made by the Governor or the Mining Board under the “Mining Act 1874” or under this Act.

“The Warden”—The Warden of the Mining District or Division denoted in the context where the expression is used or any Warden appointed under this Act.

“Warden’s Clerk”—Any person appointed by the Governor as a Warden’s Clerk or Clerk of a Warden’s Court.

Repeal of Act.

Saving as to matters
proclamations regu-
lations appointments
&c. done or made be-
fore this Act.

3. From and after the commencement of this Act the “Mining Act 1874” shall be and the same is hereby repealed but such repeal shall not affect any proceeding matter or thing lawfully taken done or commenced or any regulation proclamation or appointment made before the commencement of this Act under or in pursuance of the said Act of 1874 or any Act part of Act or Regulation thereby repealed and the same shall be as valid to all intents and purposes and may be continued carried on completed and enforced as if this Act

Act

Act had not been passed And the several persons who at the time of the commencement of this Act shall hold any office under the "Mining Act 1874" and all Wardens Courts established the Mining Board constituted and all bonds and other securities given and all acts decisions orders and directions and all rules regulations and scale of fees and charges consistent with the provisions of this Act made or made and proclaimed in pursuance of any of the said Acts before the coming of this Act into operation and still existing or in force shall be deemed to have been established constituted given and made under this Act But all rules and regulations made under the authority of any of the said Acts which are inconsistent with the provisions of this Act shall stand abolished from the commencement thereof and all applications for or promises of gold-mining or mineral leases made under the "Crown Lands Occupation Act of 1861" the "Gold Fields Act of 1866" or the "Mining Act 1874" may be granted refused revoked or otherwise dealt with under the provisions of such Acts respectively as though they had not been repealed or (upon application of the persons interested) under the provisions of this Act And all miners' rights business licenses and mining leases or promises of lease engagements or permits issued or promised under any of the said Acts and at the commencement of this Act existing shall continue in force and confer the same rights and privileges and entail the same obligations and penalties as if this Act had not been passed.

Persons now in office to be deemed appointed under this Act.

Wardens' Courts established.

Securities decisions rules regulations scale of fees &c. given and made under prior Acts preserved—to what extent.

Existing miners' rights licenses and mining leases to continue in force.

4. Nothing in this Act contained except so far as is herein expressly enacted shall be deemed to abridge or control the prerogative rights and powers of Her Majesty in respect of gold mines and silver mines.

Saving of Royal prerogative.

5. This Act is divided into Three Parts embracing the following subjects:—

Division of Act.

PART I.—MANAGEMENT AND REGULATION.

DIVISION I.—*Department of Mines—Mining Districts.*
Gold Fields—Miners' Rights—Mineral Licenses
—Business Licenses.

Exempted and Reserved Lands—Mining under
Roads Streets &c.

DIVISION II.—*Mining Leases—Registration of Instruments.*

DIVISION III.—*Regulations by Governor—by Mining Board.*

PART II.—ADMINISTRATION OF JUSTICE.

DIVISION IV.—*Wardens' Courts—Jurisdiction and Powers—*
Mining Assessors.

DIVISION V.—*Court of Mines—Jurisdiction and Powers—*
Appeals to.

DIVISION VI.—*Supreme Court—Appeals to.*

DIVISION VII.—*Miscellaneous Provisions.*

PART III.—PENALTIES.

PART I.—MANAGEMENT AND REGULATION.

DIVISION I.

Department of Mines—Mining Districts—Gold Fields—Miners Rights—Mineral Licenses—Business Licenses—Exempted and Reserved Lands—Mining under Roads Streets &c.

Powers and authorities continued.

6. All powers authorities and duties in relation to mining for gold or for minerals other than gold created by the "Mining Act 1874" as well as all powers conferred upon the Governor by the said Act shall be continued under this Act and in addition thereto the Governor may appoint a Judge.

Officers not to hold any share in any claim &c.

7. No Judge warden or other officer (assessors excepted) upon whom any judicial or official duties shall devolve in the administration of this Act shall hold either directly or indirectly any share or beneficial interest in any claim mining lease mineral license or mining venture whatsoever in New South Wales.

School and Museum of Mines &c. may be established by Governor.

8. The Governor may establish in connection with the Department of Mines and by and under such constitution and management as he shall think fit a School of Mines and a Mineralogical Museum for the purpose of providing instruction by means of classes lectures or otherwise in geology mineralogy chemistry and other sciences in their application to mining pursuits and offices for analyzing and assaying mineral ores.

Governor may divide Colony into mining districts and divisions &c.—

9. The Governor may by proclamation in the *Government Gazette* declare any portion of the Colony a mining district and divide such district into any number of divisions and give to such district and each of such divisions some distinguishing name and define the limits and boundaries thereof and also again abolish any such district or divisions and alter and vary such limits and boundaries And until the Governor shall otherwise order the several mining districts specified in the First Schedule hereto shall be the mining districts under this Act.

First Schedule.

Proclamation of Gold Fields by Governor.

10. The Governor may by proclamation in the *Gazette* declare any Crown Lands to be a Gold Field within the meaning and operation of this Act and may define the limits and boundaries thereof and assign a designation thereto and alter amend and vary such limits boundaries and designation Provided that all proclamations affecting boundaries shall be issued by the Secretary for Lands.

After such proclamation declaration that may be made by Secretary for Lands as to conditional purchases under sec. 13 or sec. 22 of Lands Alienation Act.

11. On and after the proclamation of any Gold Field it shall be lawful for the Secretary for Lands to declare any conditional purchase made within such Gold Field under the thirteenth or twenty-second sections of the Crown Lands Alienation Act to be held under the fourteenth section thereof and to cause notice of such declaration to be served on the selector or posted in some conspicuous place on the selection and all the provisions of the said fourteenth section shall thereafter apply to such selection as fully as if made thereunder originally Provided that such declaration shall not be applicable to any conditional purchase that may have been made for more than three calendar months prior to the said Proclamation.

Partial suspension of pastoral leases on proclamation of Gold Field.

12. When any Gold Field shall have been proclaimed upon any Crown Lands then under lease for pastoral purposes the Governor may suspend such lease so far as may be necessary for the accommodation of horses cattle and sheep the property of persons holding miners rights mineral or business licenses or mining leases and for the supply of water and otherwise for effectually working the said Gold Field and shall thereupon return or remit to the lessee such portion of the rent of such lands as may be reasonable and just.

Issuing of miners rights mineral licenses and business licenses.

Second Third and Fourth Schedules.

13. The Governor may appoint persons to issue documents called respectively miners' rights mineral licenses and business licenses in the form given in the Second Third and Fourth Schedules hereto respectively and every such miner's right mineral license or business license

license shall be in force from the date of issue thereof to the thirty-first day of December then next ensuing and the same may be granted to any person applying therefor between the first day of January and the thirtieth day of June in each year upon the payment of a fee of ten shillings for a miner's right or twenty shillings for a mineral license or business license and after such last mentioned day upon payment of a fee of five shillings or ten shillings as the case may be.

How long in force and fees payable.

14. The miner's right mineral license or business license in virtue of which any land claim or interest is held may be transferred with the land claim or interest held thereunder and the name of the transferee may be endorsed upon such right or license by the Mining Registrar and thereupon such right or license shall for the remaining period of its currency vest in the transferee as fully as if he had been the original grantee thereof.

Sale or transfer of miners right or mineral or business license.

15. Any person who shall have been the holder of a miner's right or mineral or business license may either before or at any time within fourteen days after the expiration thereof take out a new right or license as the case may be which shall bear date of and take effect from the day of such expiration.

Holder of miners right or mineral or business license may take out new one.

16. After registration of any claim the owner thereof may divide the interest in such claim into such and so many shares as he shall think proper any of which may be allotted to any person and may assign or encumber or create any interest in such claim and the owner of any such share may if the same shall be registered assign or encumber or create any interest in such share in such manner and subject to such registration both in regard to claims and shares as the regulations shall direct and in default of such direction by any instrument in writing and in respect of any such claim if there be held by or on behalf of the owner such a number of miners' rights as would have authorized the taking possession of such claim when the same was taken possession of then it shall not be necessary that any other miners' rights should be held by any shareholder in such claim as such shareholder and no such shareholder shall in any proceedings in any Court in respect of such claim or of his share or interest therein be required to be the holder of a miner's right Each registered shareholder shall be liable for the debts contracted in respect of such claim in proportion to the interest held by him therein and no shareholder shall be liable or be sued for more than such proportion of such debt.

Privileges of registered claimholders.

17. Every holder of a miner's right and any number of persons collectively being each the holder of such miner's right shall subject to this Act and the Regulations thereunder be entitled except as against Her Majesty—

Rights and privileges conferred by miners' rights.

- (1.) To enter upon mine in for gold and occupy for gold mining purposes or for residence during the continuance of such miner's right any Crown lands.
- (2.) To the possession of and property in during the continuance of such miner's rights such portion or portions of Crown Land as aforesaid or occupied for residence and to the absolute property in all gold found during the continuance of such right in or upon such portion or portions of land whilst being in the lawful occupation for mining purposes of the holder of such right as aforesaid.

Provided that any holder of a miner's right may to take possession of Crown Lands for the purpose of mining thereon for gold under the provisions of this Act either for himself or if authorized by such persons on behalf of any number of persons being each the holder of a miner's right. Provided also that no person shall be entitled to occupy for the purpose of residence more than one portion of land and such portion shall not exceed one quarter of an acre in extent and

Proviso

and shall be situated with respect to any street or otherwise as shall be provided for by the Regulations. And the holder of any such portion of land may assign and encumber the same in such manner and subject to such provisions as to registration as such Regulations shall direct and in default of such direction by any instrument in writing but except as provided in clause sixteen no person shall take any interest under any such assignment who shall not be the holder of a miner's right.

Rights and privileges of holders of miner's rights mining leases &c.

18. Holders of miners' rights mineral licenses or mining leases shall subject to this Act and the regulations thereunder be entitled except as against Her Majesty—

- (1.) To cut construct and use water-races dams and reservoirs for mining purposes through and upon any Crown Lands and to take or divert water from any spring lake pool or stream situate in or flowing through such lands and to use such water for mining and domestic purposes. Provided that nothing herein shall apply to an artificial pool or reservoir.
- (2.) To exercise any rights of the nature of easements (in connection with mining) upon and over any Crown Lands.
- (3.) To erect any building or structure and at any time to remove the same to cut strip and remove bark and remove any live or dead timber and to remove any stone or gravel for mining or building purposes or otherwise for his own personal use from any Crown Lands not by law exempted from occupation for mining purposes nor reserved temporarily or permanently from sale nor within the operation of any proclamation or notification prohibiting the cutting or removal of such timber bark stone or gravel nor included within any reserve for the preservation of timber.
- (4.) To make tramways and other roads for mining purposes upon any Crown Lands not exempted nor reserved as last aforesaid.

Amalgamation.

19. The owners or a majority thereof of any two or more claims may whether such claims have been registered or not amalgamate the same but every such amalgamation shall be registered by such owners in the prescribed manner.

Claim share interest &c to be a chattel.

20. Every share or interest in any claim or portion of land occupied in virtue of any miner's right business or mineral license under this Act and any right title or interest acquired or created thereunder shall be deemed and taken in law to be a chattel interest.

Rights and privileges conferred by mineral license.

21. Every mineral license shall entitle the holder thereof to take possession of and occupy for the purpose of searching for any mineral other than gold eighty acres of Crown Lands and any number of such licenses may be granted to any one person. Provided always that the quantity of land which any one person or which any number of persons conjointly shall occupy for the purpose of searching for coal shall not exceed six hundred and forty acres and the quantity of land which any one person or which any number of persons conjointly shall occupy for the purpose of searching for any mineral other than coal or gold shall not exceed three hundred and twenty acres.

Search for mineral to be continuous—how far—or forfeited.

22. If any person who shall occupy land under mineral license for the purpose of searching therein for any mineral shall (unless otherwise authorized thereto by the Minister) fail for a period of thirty days to prosecute such search he shall forfeit his title to occupy such land.

Events on which holding under license shall be forfeiture.

23. If any person who shall occupy Crown Land as aforesaid for the purpose of searching therein for any mineral shall neglect or fail for a period of thirty days after the discovery therein of the mineral for which he was searching or after he shall have commenced to mine for work or win any other mineral discovered within such land to make such application as aforesaid for a lease of such land he

he shall forthwith forfeit his right to occupy such land and his interest in such land and in any mineral raised therefrom shall thereupon cease and determine absolutely.

24. Any holder of a mineral license may during the currency of such license occupy any quantity of Crown Lands not exceeding one acre for the purpose of working therein deposits of stream tin.

Extent of land to be mined for stream tin under mineral license.

25. Every business license shall subject to this Act entitle the holder thereof during the continuance of such license to occupy Crown Lands within any mining district for the purpose of residence and carrying on his business and for either of the purposes aforesaid to put up any building or other improvements, and at any time to remove the same and every such holder shall during the continuance of such business license be deemed in law to be possessed (except as against Her Majesty) of the land which he shall occupy by virtue of such license but no person shall be entitled by virtue of a business license to occupy more than one portion of land the extent of which within a township site shall not exceed a quarter of an acre and outside of a township site shall not exceed one acre.

Occupation under business license.

26. All Crown Lands which shall have been or shall be applied or dedicated to any public use or purpose or which shall be lawfully and *bonâ fide* used as a yard garden cultivated field or orchard or upon which any house outhouse shed or other building actually used and occupied or any artificial dam or reservoir shall be lawfully standing are hereby exempted from occupation for the purpose of mining for gold or any other mineral or for residence or business under any miner's right mineral or business license under this Act. Provided that any Crown Lands which shall have been so lawfully and *bonâ fide* used as aforesaid or upon which any house outhouse shed or building or any artificial dam or reservoir shall be standing shall upon payment of compensation to be ascertained and paid in the manner prescribed by the Regulations cease to be exempted from such occupation.

Lands exempted from occupation under this Act.

27. The Governor may at any time proclaim as special mining lands or may at any time reserve from occupation for mining residence or business purposes under the provisions of this Act any specific portion of Crown Lands or any class of Crown Lands and no lands so reserved or proclaimed or included in any class so reserved or proclaimed shall be occupied as aforesaid until such reservation or proclamation shall be revoked. Provided always that any lands so reserved or proclaimed or any lands exempted or applied to any public use or purpose as aforesaid may be demised by special lease as hereinafter provided.

Reserved lands and special mining lands.

28. Upon application the Warden may grant to any holder of a miner's right or mineral license permission to mine for gold or other minerals as the case may be upon or under any street or road within a mining district provided that such Warden be satisfied that such mining can be carried on without injury to the rights of the owners of adjoining property or to the rights of persons holding adjoining lands for mining purposes. Before any such application shall be entertained fourteen days notice of his intention to make the same shall be published by the applicant in a newspaper circulating in the locality. And if the street or road be within a municipality or be under the control of the Commissioner of Roads notice of such intention shall also be served upon the Mayor thereof or upon the Commissioner as the case may be fourteen days before such application shall be granted. Every such permission shall be granted subject to such conditions as the Warden shall in each case impose. Before any such permission shall be granted the applicant shall deposit with the Warden such a sum of money as such Warden shall deem sufficient to cover the cost of repairing any injury that may be done by such mining to the street or road but in respect of streets or roads within a municipality such

Mining under streets or roads within mining districts.

Requisite notice.

If street &c. &c. within a municipality —further notice.

Necessary deposit.

sum

sum (not exceeding the probable cost of such repairs) shall be fixed by the Mayor thereof. If no injury be done to the street or road or if any balance of such sum remain after the street or road shall have been repaired to the satisfaction of the Warden the sum so deposited or the balance thereof shall be refunded as soon as the mining operations shall be discontinued and the permission to mine surrendered.

Sluice-boxes tramways and culverts may be allowed under public roads.

29. The Warden may upon application by any holder of a miner's right mineral license or of a mining lease if satisfied that a sluice-box tramway or culvert can be laid or constructed on over or under any public road street or highway without any substantial injury to or obstruction of the traffic thereon and that such sluice-box tramway or culvert is necessary for the due and proper working of any mine or for the conveyance of water for any mining purposes by order in writing made after inspection by some duly authorized officer of the road street or highway allow subject to the rights of occupiers of adjoining lands such sluice-box tramway or culvert to be laid or constructed for the purpose of conveying any water tailings sludge waste water or earth. Provided that if it shall appear to the Warden that such sluice-box tramway or culvert does in fact injure such road street or highway or obstruct the traffic thereon he may order that the obstruction be removed and if after seven days from the date of such last-mentioned order the obstruction caused thereby shall not be removed the same shall be deemed a nuisance and the owner or occupier thereof shall be liable to a penalty not exceeding _____ pounds and the said nuisance may be abated in the manner by law provided for the abatement of nuisances upon proof of the said last-mentioned order and of the disobedience thereof and the cost of such removal or abatement shall be recoverable in any Court of competent jurisdiction.

Proviso.

Construction of road &c. through claims.

30. Permission to make or construct any roads or temporary or permanent ways or other works over across or through any claim or land used for or in connection with mining under the authority of this Act or of any repealed enactment relating to mining may be granted by any Warden provided that seven days notice shall be given by the person applying for such permission to the person lawfully interested in such claim or land and the objections (if any be made by such last-mentioned person within the said seven days) shall be heard and allowed or disallowed before the application shall be granted.

Races &c. reserved on sale of Crown Lands.

31. If at the time of any sale or alienation of Crown Lands under any Act relating to such sale or alienation any race drain dam or reservoir is upon any portion of such land although no reservation or exception thereof be contained in the Crown grant of such land no person unless specially authorized thereto by the Governor shall obstruct or interfere therewith. The owner of the race drain dam or reservoir shall have the right to enter upon the land so sold or alienated for the purpose of cleansing or repairing the same. Provided that no more damage shall be committed by such owner than is necessary for such cleansing or repairing.

DIVISION II.

Mining Leases.

Power to grant mining leases.

32. The Governor may in the name and on behalf of Her Majesty subject to this Act grant to any person applying for the same a lease of any Crown Land not included within the exemptions contained in the next following section for the purpose of mining thereon for gold or any other mineral or of cutting and constructing thereon water-races drains dams reservoirs and tramways to be used in connection with such mining or of erecting thereon any buildings or machinery to be used for the extraction of gold or other minerals or for pumping or raising water from any such land.

33. All Crown Lands comprised within any one of the following classes shall be exempted from the power of leasing conferred by the last preceding section viz.— What lands exempted from such leases.

- (1.) Crown Lands leased or contracted to be leased for other than pastoral purposes.
- (2.) Crown Lands occupied by virtue of any miner's right or mineral license unless the holder shall consent to the demising of such land.
- (3.) Crown Lands containing alluvial deposits of gold except such as in the opinion of the Minister ought not to be exempted as aforesaid.

34. The lessee of any Crown Lands shall be entitled by virtue of his lease or his agreement to lease as hereinafter provided either by himself or his servants to mine for gold or any other mineral named in such lease or agreement in and upon such land subject only to the conditions of his lease or agreement and to this Act Effect of lease. Provided that on the breach by the lessee of any condition of any such lease or agreement the Governor may direct the cancellation thereof. Forfeiture.

35. Leases may be for any period not exceeding twenty years but may be renewed for a further period not exceeding twenty years Duration of lease. Within three months after the expiration or sooner determination of the term created the Minister may authorize the lessee to remove or otherwise dispose of all machinery or improvements erected or made upon the land and the minerals brought to the surface thereof during the term of his lease or the Minister may direct that such machinery improvements or minerals be removed within a certain time and if not so removed they shall be forfeited. Removal of machinery after termination of lease.

36. The area of land demised for gold mining shall (except as provided in section fifty-six) not exceed twenty-five acres Extent of land. The area demised for the purpose of mining for minerals other than gold or coal shall not exceed three hundred and twenty acres and the area demised for mining for coal shall not exceed six hundred and forty acres.

37. Holders of mineral leases shall expend upon the land demised during the second and third years respectively of the term created a sum equal to one pound per acre of such land Expenditure upon mineral leases. Provided always that the Minister may if he see fit authorize such sum or any part thereof to be expended upon works outside of but in connection with such land.

38. Any number of parcels of land demised under lease may upon the application of the holder or if there be more than one a majority of the holders thereof and with the sanction of the Minister be amalgamated and any number of parcels so amalgamated shall for the purposes of this Act be deemed one leasehold. Amalgamation.

39. In every gold-mining lease except the lease of a river-bed the portion of land demised shall wheresoever conveniently practicable be in the form of a parallelogram and in case of river-beds the length shall not in any case exceed one thousand yards Dimensions. On any stream watercourse or road mineral portions shall have frontage and be measured with a mean depth having a proportion to the frontage of two to one Where mineral portions are so situated as not to require measurement as hereinbefore directed they shall be measured in square blocks.

40. The yearly rent to be reserved in any lease for gold-mining purposes shall be twenty shillings per acre and in mineral leases five shillings per acre and such rent shall be payable at the Treasury in Sydney Rent to be reserved. Provided that all such rent shall be payable yearly in advance and the first payment shall be made on making the application for such lease and shall cover the rent for one year from the date of execution by the Minister of the agreement to lease as hereinafter provided.

41. The Governor may grant to any person applying therefor a special lease of any reserved or exempted lands or of any lands Special leases. proclaimed

proclaimed as special mining lands or of any lands applied to any public use or purpose or under any Harbour Estuary Bay River or Creek or the freeshores thereof for the purpose of mining therein or thereunder gold or any other mineral subject to such rent or royalty or both and to such terms conditions covenants reservations and provisoes as shall in each case be deemed expedient or necessary for the protection of the public interest Provided always that the term created by any such lease shall not exceed the term created by any ordinary mining lease and that the rents reserved under any lease of special mining lands shall not in any case be less than the rents reserved under ordinary gold mining or mineral leases as the case may be.

Form of lease.

Fifth Schedule.

42. Every lease granted under this Act shall according to the nature of such lease contain the covenants conditions reservations and exceptions contained in the respective forms set out in the Fifth Schedule hereto or as near thereto as practicable having regard to the special requirements herein provided And every such lease shall bear date the day of the execution by the Minister of the agreement to lease and such lease shall after execution by the Governor upon application for and execution thereof and payment of the fee of one pound be delivered to the lessee or any person duly authorized.

Mode of taking possession.

43. Prior to making application for a gold mining or mineral lease not being a special lease the intending applicant or some person duly authorized on his behalf shall mark each corner of the land applied for in manner following (except that for leases other than gold mining only one angle need be marked and that shall be deemed the datum point) :—

- (1.) In ordinary country by a conspicuous mark upon a tree standing at or near to each angle of the land for which he intends to apply and by cutting trenches six feet long and nine inches deep to indicate the general direction of the boundary-lines or
- (2.) By a post six inches square projecting above the surface not less than three feet and set in the angle of an L trench six feet long and nine inches deep.
- (3.) In standing water by trees or posts as aforesaid without the trenches.
- (4.) In rocky country by mounds of stones at each angle as aforesaid or by a conspicuous L trench cut in the rock the sides of which shall be three feet in length so as to indicate the general direction of the boundary lines.

Affixures.

And the person taking possession shall if possible affix to the tree post or other object at one of the angles aforesaid a board or metal plate having legibly written or painted thereon the words "Lease applied for" and the name of the applicant or of some one of the applicants and such angle shall be the datum point and such posts or boundary-marks and board or plate shall be maintained and the words and name aforesaid kept legible until survey of the area shall be made Provided always that the Minister may on special reasons being shown authorize possession to be taken without all or any of the angles being marked as aforesaid and may if he think fit in such case require that a plan showing the form extent and position of the land applied for and such other information as may be necessary for the purpose of identifying such land be attached to the application for lease and after the boundary marks as aforesaid shall have been adjusted by survey they shall be maintained during the term of the lease.

Proviso.

Boundary marks to be maintained after survey.

Notice to be served on persons in occupation &c.

Sixth Schedule.

44. The person who shall mark out the land as aforesaid shall serve upon every person in occupation of any part of such land or who within his knowledge has or claims to have any right to or interest in such land a notice in the form in the Sixth Schedule hereto and shall obtain from every such person if he be willing a consent in writing duly witnessed to the granting of a lease of such land to the intending applicant.

45. Within ten days after possession shall have been taken as aforesaid the person by or for whom possession shall have been so taken shall address to the Minister and lodge with the Warden or with the Warden's Clerk if the land be within a Mining District or with the Land Agent of the district if the land be not within a Mining District an application in the form Part I or II as the case may be in the Seventh Schedule hereto together with the fee for the survey of such land and every such application shall set forth a clear description of the parcel of land applied for and of the boundary marks or natural features by which such land is to be identified. If letters are used for the purpose of marking any object referred to they must be conspicuously marked and every such application shall bear date of the day on which it is lodged with the Warden's Clerk or Land Agent as aforesaid. If an applicant fail to prosecute his application or fail to do in respect thereof within the prescribed time any act required to be done the Minister may declare such application void.

Application for lease
—how made.

Seventh Schedule.

Avoiding of applica-
tion.

46. In the event of more than one application being made for the same parcel of land or any part thereof the application which shall have been first lodged with the Warden's Clerk or Land Agent in manner prescribed by this Act shall be first considered and dealt with under the provisions hereinafter contained and in the event of two or more such applications being so lodged at the same time then it shall be determined by lot which application shall be first considered and dealt with.

Determination of
questions of priority.

47. If the land applied for be not surveyed within one month from date of application the applicant may employ any licensed surveyor to make survey thereof and such licensed surveyor shall be entitled to the survey fee deposited with the application.

Survey by licensed
surveyor.

48. On receipt of any application for a lease the Warden's Clerk or Land Agent as the case may be shall give notice thereof by advertisement or otherwise and if any person object to the issue of a lease to any applicant therefor he shall within thirty days after the date of such application lodge with the Warden's Clerk or Land Agent as the case may be and serve such applicant with a written notice of every objection intended to be taken by him against the issue of such lease. And such notice shall be deemed to be sufficiently served for the purposes of this section if the same shall be posted on the land applied for and be delivered at or transmitted by post as a registered letter to the address of the said applicant as stated in his application.

Objection to applica-
tion how lodged.

49. Every person shall at the time of lodging the notice of his objection deposit therewith the sum of five pounds for the purpose of defraying the expenses to which in the opinion of the Minister the applicant shall have been unnecessarily put by reason of such objections. And if there be no such expenses incurred or if after payment thereof there shall be a balance remaining the same shall be refunded to the depositor.

Deposit by objectors.

50. If at the expiration of thirty days from the date of application no objection shall have been duly lodged the Warden or Land Agent shall forward the application together with a report thereon to the Minister to be dealt with under this Act but if notice of objection shall have been duly lodged as aforesaid the Warden or Land Agent shall appoint a place and time for hearing such objection in open Court or on the land applied for. And at least two clear days notice in writing of such appointment shall be given to the applicant and to every person who shall have lodged any objection. Provided that if several persons shall have united in lodging an objection notice to any one of such persons shall be sufficient.

Applications and
objections how to
be dealt with.

51. The Warden or Land Agent may on such conditions as to costs as he may think fit adjourn the hearing of any such inquiry to some

Inquiry may be
adjourned.

some other day and place not being more than fourteen days from the day so first appointed as aforesaid.

Procedare on hearing of inquiry.

52. At and for the purpose of holding the said inquiry the Warden or Land Agent shall hear receive and examine evidence touching the matter of the said application and the objections thereto and may in that behalf administer oaths and take affirmations and in other respects conduct the said inquiry in accordance so far as may be practicable with the provisions of this Act relating to procedure in Wardens' Courts.

Application &c. to be transmitted together with Warden's report to Minister for Mines for consideration and decision.

53. After the termination of the said inquiry the Warden or Land Agent shall transmit to the Minister for his consideration and decision the application and the objections thereto together with the evidence so taken by him the report and plan of the Mining or other duly authorized Surveyor and a report to be drawn up by him the said Warden or Land Agent as the case may be upon the application objections and evidence And the Governor may grant or refuse the said application or grant the same in a modified form as he shall think fit.

Minister for Mines may enter into agreement to lease. Eighth Schedule.

54. As soon as it shall have been determined that a lease shall be granted to any person an agreement may be entered into between the Minister and such person and such agreement shall be in the form in the Eighth Schedule or to the like effect and shall be deemed to contain the same covenants conditions reservations and exceptions as shall be contained in the lease and shall have the same force and efficacy as a lease and shall be in full force until such lease shall be issued or until the expiration or sooner determination of the term created.

Copies and extracts may be made of reports &c.

55. Any person interested therein shall upon application and payment of the prescribed sum therefor be furnished with a copy of the Mining Surveyor's report and plan of any land so applied for and of any evidence taken as aforesaid and also a copy of such Warden's or Land Agent's report.

What claims may be converted into leases.

56. Upon the application of the registered holder of any claim or of any land held under mineral license in the prescribed manner and upon the performance by such holder of the prescribed requirements the Governor may in the name and behalf as aforesaid convert the claim or land of such holder into a lease under this Act And all the provisions of this Act so far as the same shall be capable of being carried out relating to the mode of application for and granting of leases shall apply to and be carried out in the conversion of any such claim or land into a lease as hereinbefore provided.

Application for a lease not to affect land of the applicant held under a miner's right.

57. When any land a lease of which shall be applied for shall comprise the whole or part of land held by the applicant under a miner's right or mineral license the interest of such applicant under such right shall in nowise be affected by such application or by the refusal or abandonment or failure in any other way thereof and if such lease be granted the interest held under the miner's right or mineral license shall merge in the interest held under the lease.

Protection of ground applied for.

58. The entry upon occupation of or interference with any parcel of land the subject of an application for a lease by any person not lawfully entitled to the occupation of such parcel of land shall be deemed a trespass or encroachment within the meaning of this Act.

Conversion of mineral lease into mineral conditional purchase.

59. Upon application of the holder of a mineral lease the Governor may in the name and behalf as aforesaid convert such mineral lease into a mineral conditional purchase in terms of the nineteenth section of the "Crown Lands Alienation Act of 1861."

Forfeiture of gold-mining leases for non-observance of labor conditions.

60. Upon complaint in writing by any person that any lessee of Crown Lands for gold-mining purposes has failed to observe the covenants of his lease as to the employment of labor the Minister may if he think fit direct the Warden or Land Agent of

of the district to hold an inquiry into the matter (such inquiry to be similar in all respects to an inquiry into objections to an application for a lease) and to transmit to him the evidence taken at such inquiry and his report thereon and if by such evidence and report it shall appear that such lease should be cancelled the Governor may cancel it forthwith.

61. Where gold is associated or combined with any other mineral or metal in any land demised by mineral lease under this or any other Act if the lessee shall desire to mine for such gold or should the nature of the mining operations be such as to lead to the removal of such gold the Minister may require such lessee to pay the rent reserved under gold mining lease and if the lessee refuse to comply therewith the Governor may cancel such lease.

Where gold is associated with other minerals &c.

62. In case any lease granted under the authority of this Act or of any Act authorizing the granting of leases for mining purposes shall be forfeited or determined or be liable to be forfeited or determined by any breach of condition or otherwise or in case the term thereby granted shall have expired possession of the land demised shall and may be recovered on behalf of Her Majesty in such manner as may be provided by any of the conditions of the lease or (if there be no condition) the Attorney General may on behalf of Her Majesty bring a suit in the Warden's Court of the Mining District in which the land demised by such lease shall be situate to recover possession of such land and such suit shall be commenced and carried on and the proceedings and judgment therein enforced in like manner as in the case of any other suit in the said Court.

Ejectment may be brought in the Warden's Court.

Registration of Instruments.

63. Every lease or agreement to lease hereafter granted made or issued for mining purposes and every assignment transfer or encumbrance thereof or of any interest therein shall be registered in the office of the Department of Mines in Sydney And notwithstanding anything to the contrary contained in any Act now in force no registration of any such assignment transfer or encumbrance shall be recognized by the Crown or have any force or effect unless made in the office aforesaid.

Registration of leases assignments &c.

64. By the next post after any lease or agreement to lease as aforesaid or any assignment transfer or encumbrance thereof or of any interest therein shall have been registered as aforesaid notice thereof shall be sent to the Mining Registrar of the district or division in which the land the subject of such lease or agreement shall be situated and such Mining Registrar on receipt of such notice shall forthwith register the lease agreement assignment transfer or encumbrance as the case may be.

Register to be kept in local office.

65. The fee for the registration of any assignment transfer or encumbrance of any lease shall be *five shillings* and of any other interest in a lease *two shillings* and *six-pence* and such fee shall be the property of the Mining Registrar of the Division in which the land the subject of such instrument shall be situated.

Fee for registration of transfer &c.

66. Every assignment transfer or encumbrance shall take effect from the date of the deposit of the instrument in the office as aforesaid Provided always that any such instrument may be lodged in the office of any Mining Registrar and it shall be the duty of such officer to note upon such instrument the date and hour of the receipt thereof and to record the same in a book to be kept in his office and to transmit such instrument by the next post after receipt

Instruments recorded in order of receipt in principal office.

receipt to the office of the Department of Mines in Sydney In the event of two or more such instruments reaching the office of the Department of Mines at the same time priority shall be given to such instruments in the order in which they shall have been received by the officer transmitting them Any Mining Registrar may at the cost of the persons interested send notice by telegram of the receipt of any such instrument and fee and upon receipt of such notice the fact shall be forthwith recorded in the register kept in the office last aforesaid.

DIVISION III.

Regulations by Governor—by Mining Board.

Governor to make regulations &c.

67. The Governor may make regulations for carrying this Act into full effect so as to provide for all proceedings forms schedules scales of fees and instruments and all other matters and things arising under and consistent with the provisions of this Act and not otherwise herein expressly provided for.

Mining Board—how constituted.

68. The Governor may cause to be called together at any time he may think fit a Mining Board which shall consist of two members not being Wardens to be appointed by the said Governor and of one member for each mining district who shall be elected by ballot (in the same manner as the ballot is used in the election of Members of the Legislative Assembly) by holders of miners' rights being natural born or naturalized subjects of Her Majesty residing within the district Provided always that nothing herein contained shall affect the constitution of the Mining Board called together under the "Mining Act 1874."

Duration of Board.

69. The Mining Board which shall from time to time be called together under this Act shall continue for one year from the date of election of the elective members thereof.

Remuneration of members.

70. The persons appointed or elected members of such Board shall be paid by such fees not exceeding in the aggregate one thousand pounds per annum as the Governor may direct and as shall be voted by Parliament.

Functions of Board.

71. The Mining Board may make regulations relating to holdings under miner's rights for any of the purposes following viz.—

- (1.) For determining the dimensions boundaries form and position of any claim or class of claims and the subsequent adjustment of the same where necessary when such determination shall be deemed to take effect. and the number extent and classes of claims which any one person or any two or more persons in conjunction may take possession of under a miner's right or miners' rights.
- (2.) For regulating the cutting constructing use and maintenance of races dams and reservoirs for gold-mining purposes upon Crown Lands.
- (3.) For prescribing the manner in which and with what incident rights and obligations any claim or class of claims residence areas race dam or reservoir or any water taken or diverted by virtue of a miner's right shall be taken possession of held occupied used worked or assigned.
- (4.) For determining the order of priority among the holders of miners' rights entitled to the use of any water—how such priority is to be regulated—and under what conditions and circumstances,

(5.)

- (5.) For determining the events upon which the title to any claim residence area race dam or reservoir or to any share in such claim residence area race dam or reservoir shall become forfeited and for imposing any penalty in lieu of any such forfeiture and for determining what shall constitute exemptions from or suspension or waiver of such forfeiture and what person shall be entitled to enforce such forfeiture or penalty and whether there shall be any order of priority of right in any person to enforce any such forfeiture or penalty and if so what shall be such order.
- (6.) For limiting the time within which proceedings for any such forfeiture or penalty must be taken.
- (7.) For determining what shall constitute relinquished abandoned or deserted as distinguished from forfeited claims residence areas races dams or reservoirs and in what manner and subject to what conditions possession may be taken of such claims residences areas races dams and reservoirs.
- (8.) For prescribing the time and mode of taking possession of claims residences areas races dams and reservoirs and what claims or class of claims residences areas races dams and reservoirs shall be exempt from registration and the labour to be performed upon or in connection with such claims races dams and reservoirs respectively.
- (9.) For prescribing the mode of and forms to be used in creating shares in any claim race dam or reservoir.
- (10.) For prescribing the mode of and forms to be used in assigning transferring or encumbering any claim residence area race dam or reservoir or any share or interest therein.
- (11.) For prescribing the mode of registration of any land occupied under this Act for residence or of any claim race dam reservoir or easement enjoyed under a miner's right or any share or interest therein or encumbrance thereon and for the registration of the assignment of any such land claim race dam reservoir or easement or of any share or interest therein or encumbrance thereon or of the discharge of any such encumbrance and the mode of registration of any such share or interest in the case of the death insolvency or lunacy of the owners thereof or of the sale of any such share or interest under the decree judgment or order of any Court or the decision of a Warden and the mode of registration of amalgamated claims and of claims for suspension of work and the time within which such registrations respectively shall be made.
- (12.) For regulating the mode in which the rights and privileges of the owners of claims and of races dams reservoirs and easements enjoyed under a miner's right and of land occupied under this Act for residence may be exercised or enjoyed and for limiting qualifying or restricting the exercise and enjoyment of such rights and privileges and generally for the protection of such owners in the exercise and enjoyment of the rights privileges and interests conferred by this Act.
- (13.) For prescribing the duties of Mining Registrars and Mining Surveyors respectively in relation to the survey and registration of holdings under Miners' Rights and to the registration of shares and interests in such holdings and of assignments transfers or encumbrances of or upon such holdings shares and interests Provided that such Regulations be not contrary to or inconsistent with any Regulations made or to be made by the Governor prescribing the duties of Mining Surveyors and Mining Registrars.

(14.)

- (14.) For enforcing and regulating the drainage of claims and for securing the baling of water from mines held under miner's rights so as to prevent injury from such water to any adjacent mine or mine works.
- (15.) For preventing the accumulation of and for the removal to some convenient place of sludge tailings and other refuse matter oozing or flowing from any mine held or occupied under miner's rights or from any puddling quartz-crushing or other machines and for the carrying off of waste water and for the making of such channels as shall be necessary for any of the purposes aforesaid and for otherwise regulating as between claims and machines such oozing flowing and running to waste.
- (16.) For the protection from injury destruction and unlawful removal of such machines as last aforesaid and of races drains dams and reservoirs used or enjoyed under miners' rights and of the water therein and of pegs posts fences and notices and of any plant or appliances used for or in connection with mining and for the protection from obstruction of such races and dams and of channels drains creeks and rivers used for mining purposes.
- (17.) For regulating the mode of construction and materials and strength of embankments of dams and reservoirs used or to be constructed by virtue of a miner's right.
- (18.) For the constructing and keeping in repair of suitable bridges or other crossings over races channels or drains used for mining purposes cut across roads or thoroughfares other than main roads or over such races channels or drains over which roads or thoroughfares other than main roads shall be carried and for making proper approaches to such bridges or crossings and for determining the width of such bridges crossings and approaches.
- (19.) For making and keeping in repair and for regulating the width and formation of private ways and passages used for mining purposes over claims or races or any Crown Lands used or to be used in connection with mining for gold and for regulating and imposing conditions on the right to change the direction of any such way or passage and for the protection of the same from injury or obstruction by the leaving of felled timber or other obstruction or any waste or injurious matter thereon or in any other manner.
- (20.) For the prevention of nuisances in and about residences held under a miner's right and for cleansing and keeping clean the same.
- (21.) For preventing the defiling or wasting of water used for domestic purposes and for determining whether any and what waterhole spring or other depository of water shall be reserved for domestic use and the mode of such reservation.
- (22.) For determining the cases in which Crown Lands lawfully held under a miner's right and *bonâ fide* used as a yard garden cultivated field or orchard or upon which any house outhouse shed or other building or any artificial dam or reservoir shall be standing as hereinbefore mentioned shall cease to be exempted from occupation for mining purposes and for prescribing the manner in which compensation shall be ascertained and paid to the person or persons holding or using any such lands.

And also for the following purposes namely—

- (23.) For prescribing the modes times and places in and at which the proceedings of such Board shall be conducted and for determining

determining what number of members shall be a lawfully constituted quorum at meetings of such Board and for regulating the election of a member of the said Board as the chairman thereof.

(24.) For prescribing the mode in which the validity of disputed elections to such Board shall be decided.

All regulations made by the Mining Board shall be presented to the said Governor for approval and so far as such regulations shall be so approved but no further the same shall when published in the *Government Gazette* have the force of law and may be enforced in case of any breach or default thereof by any penalty not exceeding the sum of _____ pounds or in case of continuous breaches or default not exceeding the sum of _____ pounds for each day of the continuance of such breach or default as may be prescribed by such regulations.

Regulations to be approved.

Their force when certified.

PART II.—ADMINISTRATION OF JUSTICE.

DIVISION IV.

Wardens' Courts—Jurisdiction and Powers—Assessors.

72. The Governor may establish by Proclamation published in the *Gazette* as many Courts to be styled Warden's Courts as may be thought necessary. Every such Court shall be presided over by a Warden and be a Court of Record possess such jurisdiction as is hereinafter conferred and be held at such places as the Governor shall appoint. The term "Warden's Court" shall be taken to mean either a Warden sitting alone or sitting with Assessors as hereinafter provided and adjudicating under this Act. And every Warden's Court shall have and may exercise original jurisdiction to hear and to determine (subject to the right of appeal in certain cases hereinafter specified) all complaints and all applications incident to complaints relating to any of the following matters:—

Establishment of Warden's Courts.

Signification of that term.

Jurisdiction of Warden's Courts.

- (1.) The claim of any person to the possession or occupation of any Crown Land by virtue of a miner's right or of a mining lease or mineral or other license lawfully issued or to cut construct use possess occupy or hold any race drain dam or reservoir for mining purposes or any interest therein by virtue of a miner's right or of a lease or license issued under any Act. As to possession &c. of any Crown Land or to cut &c. any race &c. under a miner's right &c.
- (2.) The claim of any person to possess or recover any such land race drain dam or reservoir alleged to have been abandoned or forfeited under any Act and to the mesne profits thereof. As to recovery &c. of any forfeited land &c.
- (3.) The claim of any person to the occupation use enjoyment or sale of any water or to the right to priority of water by virtue of any such miner's right lease or license. As to use &c. of any water &c.
- (4.) Any encroachment or trespass upon or unlawful ouster from or interference with or injury to any such land race drain dam or reservoir or any share or interest therein or any machinery thereon or any tramway or other road made or constructed in aid of or used for carrying on mining operations or any right As to encroachment or trespass &c. upon any land race &c. or diversion of water and compensation therefor

- right in the nature of an easement or any diversion or abstraction of water possessed or used under any such right lease or license and damages and compensation for any such encroachment trespass ouster diversion abstraction interference or injury.
- As to any contract &c. relating to the working &c. of any land race &c. and for any debt &c. under such contract &c.
- (5.) Any claim arising out or in respect of any contract or agreement whatsoever relating to the working or using for mining purposes of any land race drain dam reservoir or water as aforesaid or in relation to any such miner's right lease or license as aforesaid and any debt or money due in respect of any such contract.
- As to any gold &c. in or to be taken out of any land held under a miner's right &c.
- (6.) Any claim to any gold or other mineral in or to be taken out of any land occupied or held as aforesaid or arising out of any contract relating to such gold or mineral or to any money due in respect of the same or relating to any share or interest therein.
- As to any partnership or adventure relating to mining &c. or the dissolution of any such partnership &c.
- (7.) Any claim concerning any partnership or adventure for or in relation to mining or searching for gold or other mineral in any Crown Land occupied or held as aforesaid or any partnership in any such land or in any race drain dam reservoir water gold or mineral or concerning any contract connected therewith or for the dissolution wholly or in part of any such partnership or which may arise between tenants in common or joint tenants in or in relation thereto or concerning any money claimed to be due under any such partnership or adventure.
- As to contribution to calls or expense of working &c. any land race &c.
- (8.) Concerning contribution to calls or to the expense of working or using or concerning or arising out of any mortgage or assignment by way of security of or charge upon any such land race drain dam reservoir water gold or mineral or any share or interest therein or in any partnership adventure or contract therein or relating thereto.
- As to cancellation and delivery up of instruments.
- (9.) Concerning the cancellation and delivery up of any instrument relating to or to any assignment of any mortgage charge or encumbrance of or upon any such land race drain dam reservoir water gold or mineral or any share or interest therein or respecting the working or using thereof for mining purposes or to any such contract adventure or partnership as aforesaid.
- As to the ascertaining &c. of boundaries &c.
- (10.) Concerning the ascertaining and adjustment of boundaries of any such land race drain dam reservoir or water where they shall be in dispute.
- As to possession or trespass on any land occupied for mining residence or business.
- (11.) Concerning any Crown Land or share or interest therein which the complainant shall claim to be entitled to take possession of and occupy for or in connection with mining residence or business under a miner's right mineral or business license and of which the defendant is and claims to be entitled to be in possession or any trespass upon any such land of which the complainant is in and of which he claims a right to the occupation or possession under such right or license.
- As to other jurisdiction generally.
- (12.) And generally concerning all questions and disputes cognizable as aforesaid which may arise between miners or between a miner and any other person in relation to mining pursuits or ventures.
- Which shall extend to derivative as well as original title &c.
- And the jurisdiction hereby conferred shall extend to cases where the claim or title of either party to a complaint is derivative by assignment or otherwise as well as to where the same is original.
- Complaint in Warden's Court to be commenced by summons—its form—and fee thereon.
Ninth Schedule.
73. Every complaint in a Warden's Court shall be commenced by a summons which shall set out the nature of the case and the particulars thereof and be in the form given in the Ninth Schedule hereto and

and shall be issued by a Warden or by a Warden's Clerk upon the application of any complainant and the payment to such Warden or Warden's Clerk of such fees as the Governor shall prescribe.

74. Upon the day named in the summons or any adjourned day of hearing the defendant shall appear before the Warden's Court and state the grounds of his defence and he may set up several distinct defences and may also make a case for and claim any cross relief which in connection with the matter stated in the complaint he could have obtained by a separate proceeding instituted by himself when the defendant has thus stated his case the Warden shall make such entry thereof as is hereinafter required.

Appearance of defendant and statement of grounds of defence.

75. Upon the day named in the summons or upon any adjourned day of hearing and upon proof of such service or substituted service of the summons as the Warden shall think sufficient and in the presence of all the parties interested or of such of them as shall appear to him sufficiently to represent all the parties interested or in the absence of any of the parties who having been duly served with such summons shall not appear the Warden's Court shall proceed to investigate the matter of such complaint and defence and shall hear and receive evidence upon and determine the same but with such power of adjournment as hereinafter provided.

Hearing of complaint.

76. Notwithstanding the requirements of the preceding sections the Warden may in his discretion if the parties concerned shall consent thereto in writing hear and determine any such complaint summarily and without requiring any formal proceedings to be prosecuted in a Warden's Court Provided always that both parties to the complaint shall be present at such hearing and the decision of the Warden shall in every such case be final and conclusive and a minute thereof shall be made by him in the register of complaint.

When summary hearing may be had.

77. Every Warden shall cause a register to be kept in the form given in the Tenth Schedule hereto in which he shall enter the particulars of each complaint and defence required by such Schedule He shall also enter in such register every decision of the Warden's Court and he shall make an order in accordance with such decision and write the same in such register under such decision and such decision and order shall be signed by the Warden at the conclusion of the hearing Every order made by the Warden or the Warden's Court during the pendency of any such complaint shall be entered in the Register and signed by such Warden at the time of making such order No formal order or other record of such decision or of any such order shall be necessary and the decision of a Warden's Court or any such order as aforesaid thus recorded shall be binding and conclusive upon all parties thereto unless in cases where on appeal therefrom the same shall be reversed or varied A copy of such minute of proceedings shall on demand be given by the Warden's clerk to any of the parties interested therein And a document purporting to be any such copy certified by the Warden as a true copy shall at all times be admitted in all Courts and places whatsoever as conclusive evidence of such decision or order having been made.

Register to be kept by Warden and the entries to be made in it and when.
Tenth Schedule.

Force of decisions &c.

Copy of entries how obtained—and how entries authenticated.

78. In any proceeding before a Warden's Court the Warden may on the application of either party to the complaint reserve any question in the form of a special case for the opinion of the Judge of the Court of Mines established as hereinafter provided and then no order shall be made in respect of any matter on which such question shall have been reserved until such opinion shall have been given Every such special case shall after it shall have been prepared by such Warden be transmitted by him to the Registrar of the Court of Mines who shall cause the same to be set down for argument before such Court whose opinion thereon and as to the party who should bear the costs thereof shall when given be drawn up and transmitted by such Registrar to the said Warden and thereupon the Warden's Court shall make an order in accordance with such opinion.

Special case for Mining Judge may be reserved.

How to be dealt with and acted upon.

In what cases full amount of money demand may be paid into and taken out of Court in full satisfaction thereof.

79. So far as any demand sought to be recovered by any complaint is a money demand or a demand in the nature of unliquidated damages the defendant may in full satisfaction of such demand as entered in the register under the provisions hereinbefore contained at any time before the hearing of the complaint pay to the Warden or his clerk such amount together with the costs incurred by the complainant in respect thereof up to the time of such payment and of delivering the notice hereinafter mentioned. And notice in writing of such payment shall be communicated by the Warden or his clerk to the complainant to whom the amount and costs as aforesaid shall be paid.

When part of money demand may be paid into Court.

80. The defendant in any complaint in a Warden's Court for or which shall include any such demand as last aforesaid may at any time before the hearing pay to the Warden or his clerk such sum as he shall think a full satisfaction for such demand together with the costs incurred by the complainant up to the time of such payment and of delivering the notice hereinafter mentioned and notice in writing of such payment shall be communicated by the Warden or his clerk to the complainant to whom the sum and costs aforesaid shall be paid. And if the complainant shall elect to proceed and shall recover no further sum in respect of such demand than shall have been so paid he shall pay to such defendant the costs in the suit incurred by him after such payment and the Warden may decree the same accordingly.

Effect of proceedings if no further sum be recovered.

Complaints not to be prejudiced for certain informalities omissions or variances.

81. No complaint shall be dismissed or prejudiced by or in any Warden's Court for informality or omission either in the summons itself or in the entry thereof in the register nor shall any objection to any such summons or complaint be taken or allowed for any alleged defect misjoinder or misnomer or inaccurate description of any person or place or on the ground that the complainant appears at the hearing of the summons to be entitled to different relief from that sought therein or for any variance between any statement in such summons and the evidence adduced on the part of the complainant. But such summons or entry may be amended by the Warden in the necessary particulars so that the real question in controversy between the parties shall plainly appear. And the Court shall proceed to adjudicate according to their rights. Provided always that if it shall appear to the Court upon the hearing of the case that the defendant has been thereby deceived or been misled by reason of any such amendment having been made and that injustice would be done by proceeding at once with the case such Court may on such terms as to costs or otherwise as it shall think fit adjourn the further hearing of the case to another day.

Amendments which may be made that cause may proceed.

When adjournment may be had.

Mining Assessors—how Roll prepared—where and whom it shall include.

82. For each division of each Mining District the Governor shall cause an Assessor's roll to be prepared. Such roll shall contain the names of such a number of natural born or naturalised male subjects of the Queen of the full age of twenty-one years who are holders of registered claims mining leases or business sites within such division as shall in the opinion of the Governor be necessary for the requirements of such division. And the Governor may direct in what manner the Assessors shall be chosen and what number of holders of registered claims mining leases and business sites respectively shall be included in such roll.

Assessors—how disqualified.

83. If any person named in such roll shall become insolvent within the meaning of any Act now or hereafter to be in force or be convicted of felony perjury or any infamous offence or become insane or be absent from his district more than six months he shall become disqualified as an Assessor. And the Warden shall cause the roll to be corrected from time to time by the cancellation of the names of persons who shall have died or become disqualified and the addition of the names of qualified persons.

How and when to be corrected.

81. Not less than two days before the hearing of any complaint either of the parties may require that such complaint shall be heard before the Warden and three Assessors and thereupon such Warden shall summon to attend at such hearing nine of the Assessors on the roll. The names shall be taken from the roll alphabetically and in rotation of service and if a sufficient number of persons do not attend in obedience to such summons as aforesaid the Warden shall summon orally or in writing a sufficient number of persons on the assessors roll or qualified to be placed on such roll to supply the deficiency. Provided that before any Assessors shall be summoned as aforesaid the Warden shall demand and receive the sum of three pounds from the person requiring such Assessors and each of the Assessors before whom the complaint is heard shall be entitled to receive thereout the sum of ten shillings and each Assessor summoned but not empanelled shall be entitled to receive thereout the sum of five shillings and any balance of such three pounds which shall remain after paying such Assessors shall be refunded and in case the hearing of any complaint shall be adjourned to any future day the Warden shall demand and receive from such person the further sum of one pound and ten shillings for every such adjournment from which further sum each assessor who shall serve shall receive the sum of ten shillings. Provided that the said moneys shall as between the parties be part of the costs in the cause and be eventually dealt with by the Warden accordingly.

Either party may require complaint to be heard before Warden and Three Assessors.

Summons to be issued thereupon.

Payments required as Assessors fees for services.

Moneys to be costs in the cause.

85. At the opening of the Court for the hearing of any complaint before a Warden and Assessors the Warden's Clerk shall put together in a box to be provided for that purpose pieces of card of equal size and like appearance containing each the name addition and place of abode of one Assessor so summoned as aforesaid and the clerk shall in open Court draw out the said cards one after another until the number of Assessors required shall appear and after all causes of challenge allowed shall remain indifferent and approved of or until the whole of such cards shall be exhausted.

Assessors how obtained.

86. Either party shall be admitted to challenge any number of persons called as Assessors not exceeding three without assigning cause.

Challenge permitted.

87. Any person so summoned who without lawful excuse shall neglect or refuse to attend or to be sworn or to serve as such Assessor shall be fined such sum of money not exceeding pounds as the Warden shall think fit but the Warden shall have power on sufficient cause shown to him to remit the whole or any portion of such fine.

Fine on Assessors not attending on summons &c.

88. In case of a deficiency of Assessors on the day of hearing the necessary number of persons qualified to be placed on the assessors roll shall be nominated and obtained by the Warden and if any person so nominated shall refuse to act without sufficient excuse allowed by the Warden he shall be liable to a like penalty as an Assessor would be for not attending after having been summoned.

If deficiency of Assessors appearing how number made up.

89. No decision or order of any Warden's Court shall be invalidated or affected by any irregularity or informality in the summoning striking or otherwise obtaining or swearing of any Assessor who shall have sat on the hearing of the complaint in which such decision or order was made or by the fact that any such Assessor was disqualified at the time of his so sitting. But nothing in this section contained shall be construed to qualify or permit any Assessor to sit on the hearing of any such complaint if he shall have a pecuniary interest in the result thereof.

Proceedings not invalidated by any irregularity &c. in summoning &c. or obtaining Assessors.

But pecuniary interest in result of complaint a bar.

90. In all cases where any complaint shall be heard before a Warden sitting with Assessors the Warden shall before the hearing administer to each Assessor an oath that he will "truly try and determine the matters which shall be brought before him and a just judgment give according to the evidence without fear or favor" Provided that

Oath or affirmation to be administered to Assessors.

if

Decision of Court.
Result when a
majority—and where
an equality—amongst
members of Court

if any Assessor shall from alleged conscientious motives be unwilling to be sworn the Warden may upon being satisfied of the sincerity of such objection permit him to make his solemn affirmation and declaration to the like effect as such form of oath And on such oath being administered or affirmation and declaration made the Warden's Court shall proceed to hear and determine such complaint and the decision of the Court shall be that of the majority of the members of such Court Where the members of the Court are equally divided the decision shall be in accordance with the opinion of the Warden and of the Assessor concurring with him And every such decision shall have the same force as that of the Warden sitting alone would have had and shall be carried into effect in like manner.

When and on what
terms inspection may
be had of any land
race &c. prior to or
during hearing.

91. Either of the parties may previous to or during the hearing of any complaint apply to the Warden for inspection to be made by him or by him and Assessors of any land claim water-race drain dam reservoir or easement or other matter in dispute and if the party so applying shall satisfy such Warden as to the propriety and reasonableness of his application the Warden if the case be heard before him and Assessors shall make an order for such inspection by them upon payment to him by the party so applying of such sum (if any) and upon such terms as to the Warden shall seem reasonable sum or the Warden if he think it right so to do may without any such application order that an inspection be made and that the cost thereof (if any) be paid by either party and thereupon the Warden and Assessors shall make such inspection And any sum so paid shall be appropriated towards defraying the travelling expenses of the Assessors in making such inspection and shall as between the parties be part of the costs in the cause and be eventually dealt with by the Warden as such.

Payments how
applied.

Where complaint to
recover possession of
land race &c.
determination and
order that may be
made.

92. Where any complaint before a Warden's Court is to recover possession of any land claim water-race drain dam or reservoir or any share therein such Court shall determine the right to the same and fix the boundaries of any such land or claim or the limits and quantity of water to be taken by either of the parties if it be necessary so to do for the purpose of terminating the dispute and if the complainant shall succeed shall also determine whether any and what sum in the nature of mesne profits shall be paid to such complainant In the like events the Warden's Court shall order and cause possession of such land claim race drain dam reservoir water or share to be delivered to the complainant and if necessary shall cause any defendant his servants buildings fixtures implements goods and chattels to be removed therefrom and to desist from using such water.

Where complaint
respecting diversion
of water &c. declara-
tion and order to be
made.

93. Where any complaint before a Warden's Court shall be in respect of the right to divert any water or to remove any reservoir race drain or dam such Court shall determine such right and if the complainant shall succeed the Court shall declare him at liberty to divert or remove the same and may make an order enjoining any defendant from interfering with or preventing such diversion or removal.

Where complaint
respecting encroach-
ment or trespass &c.
on land race &c.
determination &c.
and assessment of
damages to be made.

94. Where any complaint before a Warden's Court shall be in respect of any encroachment or trespass upon or any unlawful ouster from or interference with or injury to any such land claim race drain dam reservoir water or machinery or any tramway or other road made or constructed in aid of or used for carrying on mining operations or any right in the nature of an easement such Court shall determine the right to the same and if it be necessary so to do for the purpose of terminating the dispute fix the boundaries of any such land or claim or the limits or quantity of such water to be taken by either of the parties and at the same time assess the amount to be paid to the complainant by way of damages (if any) by reason of any such encroachment trespass ouster interference or injury found to have been committed and the Warden's Court shall order such damages to be paid accordingly and

Order &c. thereon.

and that the person found to have so encroached or trespassed interfered or injured do cease from such encroachment trespass ouster interference or injury and the Court may cause such person together with his servants implements goods and chattels to be removed therefrom and to desist from using the same and may cause such complainant to be put into possession thereof.

95. Where any complaint before a Warden's Court shall be in relation to any debt or contract or to money due in respect of any such land claim or water or any share or interest therein or in respect of any gold or other mineral or in relation to any such gold or other mineral or to the amount of any contribution or other sum of money the Warden's Court shall order any money or damages gold or other mineral which the Court shall find to be due or payable or deliverable by either of the parties to the other of them to be so paid or delivered. And in case such proceeding shall be in respect of money due gold or other mineral deliverable or accruing to the complainant upon any mining partnership account adventure or interest the said Court shall take the account of same so far as shall be necessary to ascertain the amount sum gold or other mineral that shall be so due or accruing and shall order any such sum gold or other mineral to be paid or delivered accordingly.

Where complaint in relation to any debt &c. or any gold &c. or any contribution &c. order to be made.

When account shall be taken.

96. The Warden's Court if it shall think fit at the time of the making of any such decision as in preceding sections of this Act is mentioned may order that any earth containing gold or other minerals in the possession and being the property of the party against whom payment of any sum in respect of any debt damages or costs shall be directed shall to the extent in value of such sum (the value of such earth to be assessed by the Warden) be delivered up to the party entitled thereto by way of satisfaction or in part satisfaction thereof and such Warden shall forthwith cause such earth to the extent aforesaid to be seized and delivered accordingly and a writ of execution for the balance only of such sum after deducting the value of the earth so seized and delivered shall be granted by such Warden.

When and to what extent auriferous earth may be ordered to be delivered up.

97. Upon the application to the Warden's Court of any party to any complaint before it (such application to be made after notice served twenty-four hours at least before the time for the making thereof on the parties interested in opposing the same or such of them as shall appear to the Warden sufficiently to represent them) the Court may order any person party to or interested in such proceeding to deposit within the time stated in such order with any person or at any place mentioned therein either in the name of such Warden or of any other person specified therein to abide the decision of Warden's Court in such complaint any earth gold metal or mineral or any money or other chattel described in such order which may then be or which at any time before the final termination of such complaint may come into the possession power or control of such party or interested person and the right to which will in the opinion of such Court be put in issue during such proceeding. After like notice and in like manner the Court may also order any such party to produce and leave with the Warden's Clerk for the inspection of any such applicant any book deed letter account or other document in the possession or power of such party and which in the opinion of the Court shall relate to any matter in issue in such complaint and to the inspection of which the Court shall consider the applicant entitled.

When and after what notice deposit of earth gold &c. may be ordered.

How inspection of books deeds &c. may be had.

98. Upon application to any Warden by a person claiming to be legally or equitably interested in any claim or in any land comprised in any mining lease such Warden may by writing under his hand authorize such applicant together with a Mining Surveyor or experienced miner to enter upon any claim or land (whether alienated or not if it be used for mining purposes) adjoining such first-mentioned claim or land for

How person interested in claim &c. may be authorized to enter on adjoining claim &c. and ascertain whether owner &c. is encroaching.

- for the purpose of ascertaining whether the owner or occupier of such adjoining claim or land is encroaching upon such first-mentioned claim or land. The persons so authorized may thereupon enter on the claim or land described in such order and descend any shaft or mine and for such purpose use the engines and other machinery ordinarily employed for that purpose by the persons whose shaft or mine shall be descended and make such plans and sections of the claim or land entered upon and of any drives or other works therein as shall be necessary for the purpose aforesaid. And the owners or occupiers of the mine to be entered upon shall render all necessary assistance to the person so authorized. And every such applicant surveyor or miner shall before entering on such claim or land make a statutory declaration before such Warden (who is hereby authorized to take the same) that he will not (except as a witness in a Court of Justice) without the consent in writing of the owner or occupier of the claim or land to be entered upon divulge or cause to be divulged to any person whomsoever any information obtained upon or by such entry save only as to whether such owner or occupier is encroaching on such first-mentioned claim or land and every person who shall act contrary to such declaration and any owner or occupier who shall refuse such assistance as shall be necessary to enable the persons authorized by the Warden to descend the shaft and examine the mine shall forfeit and pay a sum not exceeding pounds.
99. In the exercise of its jurisdiction under this Act every Warden's Court adjudicating upon a complaint thereunder may make such decree or order in the nature of an award as may be just and, without regard to any rule of law affecting the form only of relief or to the practice of any Court of Law or Equity and may where the same shall be proper decree the sale of any land claim race drain dam reservoir machinery gold or mineral or share or interest therein or of the property of any mining partnership or adventure and may in addition to the powers by this Act specially conferred exercise all such powers and make all such decrees and all such orders (consistent with the provisions of this Act) for adjournments granting of time staying proceedings and giving security for costs and for the appointment of receivers and managers over property and may give all such directions and issue all such process as may be necessary for carrying out and enforcing such jurisdiction. And if in any complaint in a Warden's Court both legal and equitable rights are involved it may adjudicate upon and determine on the same complaint in both classes of rights although a decision upon one class only may be sought by the complaint or relief asked.
100. If on the hearing of a suit it shall appear that any defendant is entitled to any cross relief the Warden's Court may grant the same if a case therefor shall have been made by the grounds of defence stated by such defendant and entered of record on the day of hearing as aforesaid and if such case shall not have been then made the Court may if it shall deem that no injustice would be thereby done to the plaintiff order that such statement of defence be forthwith amended so as to make such case and may grant such relief and enforce its decision by such decree orders and other means as are provided by this Act with respect to original relief granted to a complainant. But if the Court shall deem that any such injustice would be done it may adjourn the hearing to such time and place and upon such terms as to costs and otherwise as it may think fit.
101. Upon application to the Warden's Court or Warden of any person claiming to be legally or equitably interested in any land claim race drain dam reservoir water or easement such Court or Warden may hear and receive evidence and thereupon if in its discretion it shall think fit and upon such terms (if any) as it may consider just enjoin any person named in such order from encroaching upon occupying
- What may be done under such authority.
- Prior statutory declaration required.
- Penalty.
- What decrees and orders generally a Warden's Court may make in adjudicating on any complaint.
- Both legal and equitable rights may be adjudicated upon under same complaint.
- When and what cross relief may be granted to a defendant.
- General injunction that may be granted by Warden's Court.

ing using or working such land claim race drain dam reservoir water or easement or from seeking for washing out winning extracting or removing any earth gold or other mineral taken from such land or from selling or disposing of or damaging or otherwise interfering with such land claim race drain dam reservoir water easement or earth gold or other mineral or any share or interest therein respectively or from doing any act whereby the right title or interest of such applicant in or to the same might be affected And every such order shall operate and be in force for such a period as shall be named therein unless the same shall be sooner discharged by the Warden's Court or Warden making the same or by the Judge of the Court of Mines Provided always that at any time after such order shall have been served upon the person to be enjoined or restrained thereby such person may after twenty-four hours notice served upon the person interested in maintaining such order apply to the Warden's Court or Warden by which or by whom such order was made or to the Judge of the Court of Mines to vary set aside or dissolve such order And such Warden's Court Warden or Judge may if satisfied that such notice has been duly served hear and receive evidence and if satisfied that such order should be varied set aside or dissolved or that such order should be maintained may make an order accordingly and may award to either party such costs as it or he shall think fit.

Its operation and duration.

How it may be varied or set aside.

102. Whenever any appeal shall have been brought or be about to be brought to the Court of Mines against any order or decision of a Warden's Court or of a Warden the latter Court may if it shall think right on application of any of the parties interested in such complaint or appeal make such order for an injunction or for the preservation or temporary management of the property affected by such order or decision or for payment of money into Court or otherwise and upon such terms as such Warden's Court shall think proper but without such order no appeal shall operate as a stay of proceedings.

Injunction and order that may be granted pending &c. appeal from Warden's Court to Court of Mines.

103. Whenever any injunction shall have been granted by a Warden's Court or Warden to restrain the working of any mine or the use of any water and it can be shown to the satisfaction of such Court or Warden that any adjacent mine or mining property will be injuriously affected by the stoppage of the mine works or the non-use of the water referred to in such injunction such Court or Warden may upon such terms as it shall think fit permit such mine to be worked or such water to be used to such extent as shall prevent injury to adjacent mines or property and may make such order as to such working or use and the cost thereof as it shall think just.

Relief obtainable by holder of mine if injured by injunction affecting adjoining mine &c.

104. When any sum of money shall be under any decree or order awarded in a Warden's Court by way of debt damages or costs or otherwise and the same shall not be forthwith paid the Warden upon the application of the person entitled to receive such sum or of any attorney on his behalf shall grant to the party so applying a writ of execution under his hand in a form as near as practicable to that given in the Eleventh Schedule hereto And any bailiff of a Warden's or District Court to whom such writ shall be delivered for execution and all constables and other peace officers within their several jurisdictions shall do and perform all things in respect of such writ which they are required to do and perform in respect of a writ of execution issued out of a District Court in the case of the non-payment of money under a judgment thereof And every such bailiff may by virtue of such writ seize hold and take any and every such property real and personal and all such securities as and may dispose thereof in such manner as any Registrar or bailiff of a District Court could seize take and dispose of the same by virtue of a writ issuing out of a District Court and shall have and exercise the same rights privileges and powers in respect of the holding sale and disposal of such property and do all acts and execute all duties in

Writ of execution procurable under decree or order for payment of debt damages &c.

Eleventh Schedule.

Duty of bailiff &c. in respect of such writ.

What he may take and sell thereunder.

His powers and privileges.

respect thereof as are by law conferred and imposed on the Registrar or bailiff of a District Court upon a writ of *fiery facias* issued by a Registrar thereof.

Certificate to be given to purchaser on any sale of land &c. under a miner's right &c. and effect thereof.

105. Whenever the bailiff of any Court shall sell any land claim race drain dam reservoir water or building occupied or held under a miner's right lease or business or mineral license or any share or interest at law or in equity therein under a writ of execution issued out of a Warden's Court he shall give to the purchaser thereof a certificate of sale specifying such land claim building share or interest the names and descriptions of the person to whom the same belonged and of the purchaser respectively and the date of the sale And every such certificate shall forthwith vest in such purchaser all the right title and interest which such other person had therein at the time of issuing such writ And may put such purchaser into possession of such land claim race drain dam reservoir water building share or interest.

Right of suit &c. incident to writ vested in bailiff.

106. The bailiff to whom any such writ shall have been granted may sue in the name of the party against whom it shall have been issued or in that of any person in whose name such party might have sued for the recovery of the moneys secured by any cheques bills of exchange promissory notes bonds or other specialities so seized when the time of payment thereof shall have arrived and all powers vested in the party against whom such writ shall have issued which he might legally execute for his own benefit shall be and are hereby by virtue of such writ vested in the bailiff to be by him executed for the benefit of the person suing out the writ Provided that the Warden may withhold the issuing of such writ if he shall consider it just or reasonable so to do until after the expiration of seven days from the day on which such decision shall have been made.

When and how long writ may be withheld.

Relief obtainable in case of wilful disobedience of any decision &c. of a Warden's Court &c. (other than for payment of money). Twelfth Schedule.

107. In case any person named in any decision or order made by a Warden's Court or Warden under this Act (not being an order for the payment of money) and intended to be bound thereby shall disobey the same any person entitled to the benefit thereof may obtain a summons in the form given in the twelfth Schedule to this Act from the Warden by whom or by whose Court such order shall have been made or any other Warden requiring the party so disobeying to appear at such time and place as shall be directed by such summons before the same or any other Warden to show cause why he should not be committed to prison for disobedience of such decision or order and stating in what respects the same has been disobeyed Such summons may by order of such Warden be made returnable at any place before the same or any other Warden but without such order it shall be made returnable at the place where and before the Warden by whom it shall be issued and such summons shall be served personally or at such place or upon such person or in such other manner as the Warden may under the special circumstances of the case direct If the person so summoned shall appear in pursuance of such summons or if served personally shall not attend as required by such summons and no sufficient excuse shall be shown for his not so attending the Warden before whom such summons shall be returnable may inquire into the matters mentioned in such summons on affidavit or on the oath of one or more than one credible witness or upon both such oath and affidavit And if it shall appear to such Warden that the person so summoned has in fact knowingly disobeyed such decision or order such Warden if under all the circumstances of the case he shall think fit may order that such person be committed to prison And thereupon the Warden shall without any previous notice or summons to the person so ordered to be committed issue a warrant in the form in the Thirteenth Schedule to this Act or to the like effect and the bailiff of the Warden's Court in which such order shall have been made or any District Court bailiff and the keeper of the gaol to whom such warrant shall be directed shall respectively execute

Summons required.

Attendance &c. of party.

Proof to be furnished.

Commitment to prison. Thirteenth Schedule.

execute and obey the said warrant and all constables and other peace officers within their several jurisdictions shall aid and assist in the execution of the same.

108. Any such order of commitment as last aforesaid may (if the special circumstances of the case shall appear to any such Warden to warrant it) be made by such Warden *ex parte* and without notice on proof by affidavit only of the wilful disobedience of the decision or order for the disobeying of which such order of commitment shall be applied for. And upon such *ex parte* order being made under the hand of the said Warden such warrant as last aforesaid may be issued and the person ordered to be committed may be dealt with as if an order of commitment had been made as hereinbefore directed.

When such commitment may be had *ex parte*.

109. No imprisonment under any such warrant shall operate as a satisfaction or discharge of the amount due under any decision or order and notwithstanding any such warrant execution may be issued as hereinbefore provided upon such decision or order.

Amount due under decision &c. not discharged by the imprisonment.

110. Whenever any person shall be in custody under any such warrant as aforesaid the officer in whose custody such person may be on receiving an order for that purpose under the hand of the Warden by whom such commitment shall have been made or of the Judge of the Court of Mines may bring such person before such Warden or Judge who may either verbally or in writing under his hand remand such person to his former custody or if it shall appear to such Warden or Judge that such person has either performed the order for disobedience of which he shall have been committed or has paid to the person obtaining such commitment or to the Warden by whom such commitment was made or to the Registrar of the Court of Mines on behalf of such last-mentioned person full compensation for the breach of such part of the order as can no longer be performed together with all costs incurred subsequently to the pronouncing of such order including the costs of obtaining the commitment or that otherwise under the special circumstances of the case it would be proper so to do such Warden or Judge may either verbally or by like writing as aforesaid order the person so in custody to be forthwith discharged on such condition as to performance of so much of the order of commitment as then remains to be and is capable of being performed as such Judge or Warden shall direct. And such person shall be discharged accordingly. Or such Warden or Judge on being satisfied of the matters aforesaid instead of causing the person so in custody to be brought before him may by order under his hand addressed to such officer direct the immediate discharge of such person who shall be discharged accordingly.

How and before whom the party may be afterwards brought up.

The Warden or Judge of Mines on being satisfied of certain matters—

May make order for discharge and on what condition.

When immediate and summary discharge procurable.

111. In case any complainant shall omit to take any steps to be taken by him therein at the time at which they ought to be taken the defendant shall be entitled to apply to the Warden for an order that the complaint be dismissed with costs for want of prosecution. And in case any application on notice to any Wardens' Court or Warden shall not be brought on at the time at which it ought to be brought on the party against whom such application was to have been made shall be entitled to apply to such Court or Warden for an order that the same be discharged with costs. And in each of such cases the Court or Warden shall make such order therein and as to the costs thereof and of such complaint or notice of application as it or he shall think just.

Remedies if steps not taken under a complaint or applications not made within proper time.

112. Whenever any Warden is empowered or required by this Act to cause any act to be performed and the mode of performing such act is not otherwise expressly provided for it shall be lawful for any person verbally authorized by such Warden and in his presence or for any peace officer or constable authorized in writing under the hand of such Warden to perform such act. And all peace officers and constables shall if thereunto required aid and assist any Warden or person authorized as aforesaid in the performance of his duty under this Act.

How any act required of a Warden may be performed if mode not expressly provided.

Jurisdiction by interpleader in Warden's Court &c.

113. If any claim shall be made to or in respect of any goods or chattels taken in execution under any process issued out of the Court of Mines or any Warden's Court or by a Warden or in respect of the proceeds or value thereof by any person not being the party against whom such process shall have issued the clerk of the Warden's Court or such Warden upon application of the officer charged with the execution of such process as well before as after any action brought against such officer may issue a summons calling before the Warden's Court the party issuing such process as well as the party making such claim and thereupon any action which shall have been brought in the Supreme Court or in any District Court in respect of such claim shall be stayed and the Court in which such action shall have been brought or any Judge thereof on proof of the issue of such summons and that the goods and chattels were so taken in execution may order the party bringing such action to pay the costs of all proceedings had thereon after the service upon him of such summons issued out of the Warden's Court or by the Warden. And such last-mentioned Court shall adjudicate upon such claim and make such order between the parties in respect thereof and of the costs of the proceedings as to it shall seem fit and such order may be enforced in like manner as any order made in any suit brought in such Court.

Staying of proceedings in other Courts.

Adjudication by Warden's Court &c.

Agreement that decision of Warden &c. be final how to be recorded and its effect.

114. Prior to the hearing of any complaint the parties thereto may agree to accept the decision of the Warden's Court or Warden as final and a memorandum of such agreement shall be entered by the Warden in the register to be kept by him as aforesaid and in any such case no appeal from the decision of such Court shall lie.

Warden may sit in Court or Chamber and if beyond his limits proceedings unaffected.

115. Any Warden may sit either in Court or Chamber at any place within the Colony of New South Wales and no decision or order of any Warden shall be deemed to be void or be liable to be set aside by reason that the same was made without the territorial limits of the Court of such Warden.

In what cases decision of Warden's Court final.

116. In all cases of debt or contract the subject of a complaint in a Warden's Court wherein the amount claimed shall not exceed thirty pounds and in all other cases whatsoever wherein the subject shall be a money demand the amount of which shall not exceed twenty pounds the decision of the Warden's Court or Warden shall be final and shall not admit of any appeal.

DIVISION V.

Court of Mines—Jurisdiction and Powers—Appeals to.

Court of Mines established.

117. The Governor shall by proclamation establish a Court to be called the Court of Mines in and for the Colony of New South Wales and such Court shall be holden at such times and places as hereinafter prescribed before a Judge appointed as hereinafter provided.

Judge of Court how appointed.

118. The Governor shall by Commission in Her Majesty's name appoint a fit person to be Judge of such Court who shall be a Barrister-at-law of England Ireland or this Colony of not less than seven years standing or an Attorney-at-law of this Colony of not less than ten years standing. Provided that no Barrister or Attorney shall be so appointed unless he shall have practised as such or have held some judicial or legal appointment under the Crown within two years immediately preceding his appointment. And no Judge of the Court of Mines shall during his continuance in office practise at the Bar or as a Crown prosecutor equity draftsman pleader or conveyancer or as an attorney solicitor proctor or notary or be directly or indirectly concerned or interested in any such practice profession or business or be capable of sitting or of being elected or nominated as a Member of Parliament.

Qualification required.

Disabilities.

119. The Judge of the Court of Mines shall before entering on the duties of his office make and subscribe the following oath before one of the Judges of the Supreme Court—

“ I A.B. do sincerely promise and swear that as Judge of the Court of Mines in and for New South Wales I shall at all times and in all things do equal justice to the poor and the rich and discharge the duties of my office according to the laws and statutes of the Realm and of this Colony to the best of my knowledge and ability and without fear favor or affection ”

And such oath so taken and subscribed shall be filed with the Prothonotary of the Supreme Court.

120. The Governor may suspend or remove the Judge from his office for inability or misbehaviour Provided that twenty-one days at least before any such suspension or removal the Judge shall have notice in writing under the hand of the Governor of the intention to suspend or remove him and of the grounds relied upon And provided also that the Judge shall after such notice and prior to any suspension or removal have a proper opportunity afforded him of being fully heard in his defence before the Governor.

121. The Judge shall be paid (exclusive of a suitable allowance for travelling expenses) an annual salary of not less than which sum shall not be diminished during his continuance in office.

122. The Court of Mines shall be a Court of Record and have a seal and have like power to commit for contempt as the Supreme Court now has and shall have the jurisdiction hereinafter conferred upon it.

123. All barristers and attorneys entitled to practise in the Supreme Court shall be entitled to practise in the Court of Mines but with like right of audience *inter se* as barristers and attorneys now have in the District Courts of the Colony And the Court of Mines shall have for its officer a Registrar who shall perform all such duties as shall be analogous to the duties performed by the Prothonotary and Judges' Associates in the Supreme Court together with all other such duties as the Judge of the Court of Mines shall direct and such Judge shall have the same powers in respect of such Registrar as the Supreme Court has in respect of any of its officers And the Governor may appoint such and so many Deputy Registrars of such Court as he shall think fit.

124. During the illness absence from the Colony on leave or other temporary incapacity of the Judge the Governor may appoint some other person who shall be qualified as aforesaid to act as the Deputy of the Judge of the Court of Mines during such period as shall be determined by the Governor Every Deputy so appointed during the time for which he shall be so appointed shall have all the powers and privileges and authority to perform all the duties of the Judge for whom he shall have been so appointed.

125. In case the Judge or any Deputy Judge shall from any cause be unable on any occasion to attend to any duties appertaining to the office of Judge of the Court of Mines under this Act the Governor may appoint any person who may be qualified as aforesaid to act for such Judge on any such occasion Every person so appointed shall during such occasion have all the powers authorities and privileges and perform all the duties of the Judge for whom he shall have been appointed and any such Acting Judge may hold a Court simultaneously with the Judge of the Court of Mines.

126. The bailiff of the Warden's Court holden at or in the neighbourhood of any place at which the Judge of the Court of Mines may hold his Court shall if required by him attend every sitting thereof unless his absence shall be allowed for reasonable cause by the Judge and shall by himself or by the officers appointed to assist him serve and execute all such summonses subpoenas orders and writs warrants

Oath to be taken by the Judge.

Tenure of office by the Judge.

His salary.

Court of Mines a Court of Record.

Right of barristers and attorneys to practise therein.

Its officer and his duties.

When and how and for what period Deputy Judge may be appointed.

Powers of Deputy.

Appointment of Acting Judge on temporary occasion.

His powers.

Duties in Court of Mines of Warden's bailiffs.

warrants and precepts granted by or issued out of the Court of Mines as may be delivered to him for service or execution and shall in the discharge of his duties conform in all respects to the order and direction of such Judge.

General jurisdiction and powers of Court of Mines and Judge thereof similar to those vested in Warden's Court and Warden.

127. The Court of Mines shall possess and may exercise similar jurisdiction powers and authorities in all respects as near as can be to those conferred upon Warden's Courts and the Judge of the Court of Mines shall possess and may exercise similar jurisdiction powers and authorities in all respects as near as can be to those conferred upon any Warden by or under the prior provisions of this Act as fully to all intents as if the same were re-enacted in this section *mutatis mutandis* with respect to such Court of Mines and Judge. The last-mentioned Court shall also possess and may exercise all such jurisdiction powers and authorities as are now vested in the Supreme Court or in any Judge thereof at Law or in Equity and which may be necessary to enable such Court of Mines properly to hear determine and make effectual award upon any appeal brought before it under the subsequent provisions of this Act or to carry out and enforce its decision or decree therein.

Powers of Supreme Court &c. also given—to what extent.

Appeal from Warden's Court or Warden to Court of Mines.

128. Any party to any complaint in a Warden's Court or to any proceeding before a Warden except where the contrary is hereinbefore provided who shall be dissatisfied with any decision decree or order of such Court or Warden may appeal from the same to the Court of Mines. Provided such party shall within seven days after the making of such decision decree or order give notice in writing of such appeal to the opposite party or his attorney and also give security (to be approved of by the Warden or by the Registrar of the Court of Mines) for the costs of the appeal or in lieu of giving such security deposit in the hands of such Warden or Registrar the sum of twenty pounds to answer the costs of the appeal if the same shall be dismissed. Every such notice of appeal shall set forth the grounds thereof. And every such appeal shall subject to the provisions hereinafter contained be decided by the Judge of the Court of Mines upon the facts as agreed upon between and set forth in the form of a case settled by the parties or their attorneys or counsel and if they cannot within . . . days after the notice of appeal so agree the Warden from the order of whom or from the decision decree or order of whose Court such appeal shall be brought shall settle such case. In either event such Warden shall sign the case and the appellant shall immediately on its being so signed apprise the Registrar of the Court of Mines by notice in writing of the pendency of such appeal.

Notice and security &c. for costs to be given.

Subject as hereinafter appeal to be decided by Judge of Court of Mines on facts agreed upon and case settled and signed—how.

Judge to fix time and place for argument of appeal.

129. Upon the receipt of such notice the Registrar shall submit the same to the Judge of the Court of Mines who shall proceed to appoint the earliest available time and a place for hearing argument upon the said appeal. Provided that the said Judge may if he think it right so to do having regard to any complexity or other difficulty or circumstances attending any such appeal permit the parties or either of them who may so desire to go into evidence before such Court in support of their or his contention in addition to the statement of same in the case on appeal. And the Judge shall decide the matter of such appeal and make such decree decision or order therein and give such directions relating to the subject of the proceedings as shall appear just and may either dismiss such appeal or reverse or vary such decree or decision or discharge or vary such order or may direct the complaint to be re-heard before him. But he shall not in any case remit the complaint for re-hearing before the Warden's Court or Warden from which or whom such appeal shall have been brought and the Judge may make such order with respect to the costs of the appeal and of the complaint on which such decree decision or order shall have been made as he may think proper.

When evidence may be gone into.

Decree or decision &c. that Judge may make on the appeal.

Complaint not to be remitted to Warden's Court &c.

Costs.

130. The Court of Mines may direct whenever it shall think fit so to do and either of the parties to any complaint or proceeding may request that any issue of fact or question respecting any fact or facts material to such complaint or proceeding be tried at the time of the hearing thereof or at such other time as the Judge shall appoint before such Court and by Three Assessors. In either such case such issue or question shall be tried accordingly. The provisions of this Act relating to the obtaining striking and swearing of Assessors and to the payment of the fees for and the remuneration of the Assessors who shall attend and serve respectively and to the power of challenge in Wardens' Courts are hereby declared to be equally applicable (as far as can be) to Assessors required under this section as if the same were re-enacted herein *mutatis mutandis* with respect to them.

Court may direct or either party to complaint &c. may request that any issue of fact &c. be tried before Court and Three Assessors.

What prior provisions made applicable.

131. In the case of an issue of fact directed by the Judge he himself shall settle the same but in the case of facts to be tried on the requisition of either of the parties they shall if they cannot themselves agree thereon settle under the direction of the Judge in the form of an issue the question respecting the fact or facts so to be tried such settlement to be made at any time before the trial of such question on application to the Judge either in Court or Chambers upon notice served by the party requiring such trial upon the other party. Every such trial shall be proceeded on in the same manner as in the case of the trial of an issue directed by the Supreme Court. The verdict of a majority of the Assessors shall be received and the Judge in pronouncing his decree or decision shall act upon such verdict.

How issue &c. of fact to be settled.

Trial how proceeded with.

Verdict of Assessors or a majority how dealt with.

132. So soon as the opinion of the Judge of the Court of Mines shall have been given upon any special case or his adjudication pronounced upon any appeal under the prior provisions of this Act the Registrar shall cause the same to be drawn up and shall transmit the same to the Warden who shall have reserved the case or to the Clerk of the Court in which such complaint was instituted or from the decree or order of which or from the order of the Warden of which such appeal shall have been brought. As regards a special case the Warden who shall have reserved the same shall make his decree or order in accordance with the opinion given thereon by the Judge and the same shall be proceeded upon as if it had been made by the Warden's Court without any prior reference to the Judge. And in the case of an appeal if the same shall have been dismissed the decree or order appealed from shall be proceeded on as if there had been no appeal. But if such decree or order shall have been reversed or varied the Warden of the Court by which or the Warden by whom such decree or order shall have been made shall enter in the register to be kept by him as aforesaid a minute of such reversal or variation with an exact statement of the adjudication of the Court of Mines which shall be deemed to be the decree or order of such Warden's Court or Warden and shall be proceeded on or dealt with accordingly to all intents and for all purposes. And so soon as an adjudication shall have been pronounced upon any complaint the Registrar shall cause the same to be drawn up and recorded and the decree or order made on such complaint shall be proceeded upon as any other decree or order of the Court of Mines would or could be.

Opinion of Judge on special case and adjudication on complaint or appeal to be drawn up and transmitted—by and to whom.

Decree or order to be made thereon.

Recorded in register and proceeded on—how.

133. In any appeal complaint or proceeding before the Court of Mines the Judge thereof may on the application of either party to the appeal complaint or proceeding reserve any question in the form of a special case for the opinion of the Supreme Court and no order shall be made in respect of any matter on which such question shall have been reserved until such opinion shall have been given. Every such special case after it shall have been prepared by the Judge shall be transmitted by the Registrar of the Court to the Prothonotary who shall cause the same to be set down for argument before the Supreme Court.

Judge of the Court of Mines may reserve special case for the opinion of the Supreme Court.

Court whose opinion thereon and as to the party who should bear the costs thereof shall when given be drawn up and transmitted by the Prothonotary to the Registrar of the Court of Mines and thereupon such Court shall make an order in accordance with such opinion.

Judge of Court of Mines shall have all the powers of a District Court Judge a Chairman of Quarter Sessions or of the Chief Commissioner of Insolvency.

134. In addition to the jurisdiction powers and authority specifically conferred upon the Judge of the Court of Mines under and by the provisions of this Act he shall also possess and may exercise all the jurisdiction powers and authority that now are or at any time hereafter may be vested in or exercisable by any District Court Judge or Chairman of Quarter Sessions or by the Chief Commissioner of Insolvent Estates respectively. And the Judge of the Court of Mines shall reside in such part of the Colony as the Governor may appoint from time to time.

DIVISION VI.

Supreme Court—Appeals to.

In what cases an appeal lies from Court of Mines to Supreme Court.

135. If any party to any complaint adjudicated upon by or to any appeal to the Court of Mines under the provisions of this Act in which the amount of the original demand or the value of the property or right affected by any decision decree or order of such Court exceeds one hundred pounds shall be dissatisfied with such decision decree or order in point of law or shall be dissatisfied with any decision decree or order of such Court on any grounds if the value of the property affected thereby or the amount of the original demand exceeds five hundred pounds he may appeal from the same to the Supreme Court. Provided such party shall within ten days after such decision decree or order give notice in writing of such appeal to the opposite party or his attorney and also give security to be approved of by the Registrar of the Court of Mines for the costs of the appeal or in lieu of such security deposit in the hands of such Registrar the sum of thirty pounds to answer such costs if the appeal should be dismissed. Every such notice of appeal shall set forth the grounds thereof and the appeal shall be decided by the Supreme Court or any three Judges thereof on the facts as and set forth in the form of a case agreed upon between the parties or their attorneys or counsel or if they cannot within days after the notice of appeal so agree then on the facts stated and in the form of a case settled by the Judge of the Court of Mines who shall in either event sign such case and the appellant shall immediately thereupon transmit the same and a copy of the said notice of appeal to the Prothonotary who shall cause the same to be set down for argument before the Supreme Court.

Notice and security &c. for costs to be given.

Appeal to be decided by Supreme Court or three of its Judges on facts agreed upon and case settled and signed—how.

Appeal to be set down for argument.

Adjudication and orders &c. that may be made upon appeal.

Finality of same—

and how proceeded on.

136. The Supreme Court or any three Judges thereof shall hear and decide the matter of such appeal and make such final adjudication therein as shall appear just and may either dismiss such appeal or reverse or vary such decision decree or order and make such order and give such directions with respect to the proceeding appealed from and the costs of the appeal as to such Court or Judges shall seem right. Every such adjudication shall be conclusive between the parties and shall not admit of any further appeal. And the Prothonotary shall cause the adjudication to be drawn up and shall transmit the same to the Registrar of the Court of Mines and in case the decision decree or order so appealed against be varied upon appeal the adjudication of and all orders and directions made or given by the Supreme Court or the said Judges thereof upon such appeal shall be enforced in the same manner as if it or they had been the original decision decree or order and no such appeal had been brought.

DIVISION VII.

Miscellaneous Provisions.

137. The Minister or the Judge of the Court of Mines may respectively authorize any person whom he shall consider competent in that behalf to inquire into take evidence and report to him upon any matter or question arising in the progress of any application complaint or proceeding pending before or made to him which he himself is unable to inquire into and which in his opinion cannot properly be determined without such investigation. The Minister or Judge may direct that such person be remunerated for his services by such party or in such manner and may make such order or decision upon and take such other steps in relation to such report as he may think just. And the Minister or Judge or any Warden may in such way as he may think fit obtain the assistance of accountants engineers surveyors or other scientific persons and direct any surveys maps or plans to be made the better to enable him to determine any matter at issue and may give such directions or make such order for covering or satisfying the expense of obtaining such assistance or of such surveys maps or plans as he may deem just.

Inquiries that may be directed by Secretary for Mines or Judge.

Remuneration to inquirer.

Proceedings upon report.

Assistance of Accountants &c. and scientific persons may be obtained.

138. All summonses notices subpoenas decrees orders warrants and other documents whatsoever used in any proceedings in any Court or before the Judge of the Court of Mines or any Warden under this Act or in relation to any such proceedings may be in writing or in print or partly in one and partly in the other notwithstanding that they or any of them may be hereinbefore directed to be in writing.

Summonses notices &c. may be in writing or print &c.

139. The causing of any summons notice or subpoena injunction or other writ warrant or order issued given or granted under this Act or of a true copy thereof to be delivered to or at the usual or last known place of abode or business of the person sought to be affected thereby or to his attorney on record shall unless otherwise required by this Act or unless the Warden or Judge otherwise direct in any case be deemed good and sufficient service thereof. And if the Warden or Judge shall be satisfied in any case that no such form or means of service is or are available he may order that such summons notice or subpoena injunction writ warrant or order shall be advertised in any such newspaper as he may specify and such advertisement shall be deemed good and sufficient service of the same.

How summonses notices &c. may be served.

140. Any of the parties to any complaint or appeal or to any proceeding before the Judge of the Court of Mines or any Warden or Warden and Assessors or to the trial of any issue or question of fact or to any examination under the provisions hereinbefore contained for the examination of persons may obtain at the office of the Registrar of the Court of Mines or Clerk of the Warden's Court or of the Warden as the case may be all necessary summonses or subpoenas to witnesses to be served at the option of such party either by himself or his agent or by the bailiff of the Court with or without a clause requiring the production of books deeds papers and writings in their possession or under their control.

Subpoenas &c. to witnesses—how procurable.

141. All affidavits to be used in the Court of Mines or before the Judge thereof or in any proceeding before a Warden's Court or Warden shall and may be sworn before any Judge of the Supreme Court or any Commissioner for taking affidavits in that Court or before the Judge of the Court of Mines or any Warden or District Court Judge or Justice of the Peace.

Before whom affidavits may be sworn.

142. Any assignee executor or administrator may sue and be sued or take proceedings by way of appeal or otherwise in any Court holden under this Act in like manner as if he were a party in his own right. Any person under the age of twenty-one years may on security

Assignees executors &c. and minors may sue.

Security to be given for minors.

Adoption of certain rules recognized in Supreme Court.

for costs being given as the Warden or Judge may direct by his guardian and next friend sue or be sued in any Court holden under this Act or take proceedings by way of appeal or otherwise in the same manner as if he were of full age. And the rules adopted in the Supreme Court in its Equity Jurisdiction permitting in certain cases some persons to sue and be sued on behalf of themselves and others shall in the like cases be adopted in the Wardens' Courts and Court of Mines.

If Warden or Judge do not reach Court House by given time how Court may be adjourned and for how long.

143. If any Warden or the Judge of the Court of Mines shall not arrive at the Court House or place fixed for the hearing of any complaint appeal or application by the hour of the day for which the holding of the Court of Mines or Warden's Court shall have been fixed or to which the sitting of such Court shall have been adjourned the clerk of the Warden's Court or Registrar of the Court of Mines as the case may be shall open such Court and adjourn the same to a later hour of that day or to such day as shall be directed by the Warden or Judge and in default of such direction to such day as such clerk or Registrar shall think best.

Pleading to actions against Registrar clerks or bailiffs for acts done under warrants &c.—

144. In every action against the Registrar of the Court of Mines or against the clerk or bailiff of any Warden's Court or any officer servant or agent of such bailiff or against the keeper of any gaol for anything done by such Registrar clerk or bailiff or by his command or authority or by such keeper in obedience to any warrant or precept issued under this Act it shall be sufficient justification for such Registrar or clerk bailiff officer servant agent or keeper to plead the decree order or warrant of any such Court or of the Judge or Warden thereof issuing such warrant or precept without alleging that the same was issued within the jurisdiction of such Court Judge or Warden and without setting forth the previous proceedings in the same manner as the Sheriff can and may justify in like cases under a writ issued out of the Supreme Court. And in any of the cases aforesaid proof of the matters so alleged shall be sufficient evidence in support of such plea.

What sufficient.

What orders may be made by Judge or Warden in relation to costs of any appeal complaint &c.

145. The Judge of the Court of Mines in cases of appeal and all other proceedings before the Court of which he shall be Judge or before himself or the Warden in all proceedings before him or a Warden's Court may in his discretion give or refuse to either party the costs of the appeal complaint or other proceeding before such Court Judge or Warden or any part thereof and in case of allowing them may give them in his discretion as between party and party or as between solicitor and client. And in order to abolish the expense and delay occasioned by the taxation of costs after the hearing the Judge of the Court of Mines shall either at the hearing of any such appeal or other proceeding or at the time of pronouncing his decision or of making any order under this Act and the Warden shall at the time when his decision or that of the Warden's Court shall be pronounced or any order made by him under this Act tax the costs of such appeal or proceeding to be paid by the complainant or defendant. The amount of costs to be paid by either or any of the parties shall form part of the decree or order of the Court or Judge or Warden and in default of any special direction each party shall pay his own costs.

When costs are to be taxed.

Amount payable to be included in order &c.

Complaint or appeal beyond jurisdiction may be dismissed and with costs.

146. Whenever any complaint is brought before a Warden's Court or any adjudication is sought of or any appeal is brought to the Court of Mines which such Court respectively has no jurisdiction to try or hear such complaint application or appeal shall be dismissed and such Court shall have power to award costs in the same manner as if it had jurisdiction in the matter thereof and the complainant had not appeared or had failed to prove his case.

No appeal to lapse by death &c. of Warden or Judge.

147. No appeal from the decision or order of a Warden or Warden's Court to the Court of Mines and no appeal from the decree decision or order of the Court of Mines or Judge thereof to the Supreme Court

Court shall lapse or be deemed to lapse in consequence of the office of such Warden or Judge being or becoming vacant by the death removal or resignation of such Warden or Judge but any such appeal whether the same shall or shall not have been partly heard may be prosecuted at the same place and as nearly as may be at the same time as it would have been if no such vacancy of office had occurred And the successor of any such Warden or Judge so dying or being removed or resigning shall have the like powers of settling and signing a Case on appeal as such Warden or Judge could have exercised had he continued in office.

His successor may settle and sign Case.

148. The Governor may direct what fees and sums of money shall be taken in the Wardens' Courts and in the Court of Mines and from time to time may lessen or increase the same The fees and moneys payable on every proceeding shall be paid in the first instance by the party on whose behalf the same is to be and before it is had And a table of such fees and moneys shall be put up in some conspicuous place in the Court House and in the clerk's office at every place in which any such Court shall be holden and also in the Registrar's office.

Governor may fix fees &c. to be taken in Courts.

Table of same to be posted.

149. All fees charges and sums of money which shall or may be imposed or made payable under this Act and for which no other mode of recovery shall be directed shall be recoverable in a summary manner before any Justice being a Warden.

Fees and charges how recoverable if not otherwise directed.

150. The Judge of the Court of Mines from time to time but subject to this Act may frame such general rules as to him shall seem expedient for regulating the practice and proceedings of the Wardens' Courts and of the Court of Mines holden under this Act and the practice and proceedings in cases before the Wardens and for the execution of the process of such Courts and in relation to any of the provisions of this Act which relate to the said Courts or to proceedings before Wardens and as to which there may arise any doubt and may also frame forms for keeping all books accounts and entries to be kept by the Wardens or their clerks or by the Registrar of the Court of Mines under this Act and for every other matter or proceeding in that Court or in the Wardens' Courts or before the Wardens for which he shall think it necessary that a form should be provided and not already provided for herein He may in like manner frame rules and scale of charges regulating the fees to be paid to barristers and attorneys practising and the expenses to be allowed witnesses attending in the said Courts and before Wardens He may also from time to time rescind or alter any such rule form or scale of charge And the rules forms and scale of charges so framed and in force from time to time shall be observed and used in the said Courts and proceedings before Wardens.

Judge of Court of Mines may frame general rules for regulating practice &c. therein and in the Wardens' Courts &c.

And may frame forms—

Also scale of charges &c. payable to barristers attorneys and witnesses.

151. All general rules framed and all regulations issued under this Act shall be published in the *Government Gazette* and shall be laid before both Houses of Parliament within fourteen days from the making or approval thereof as hereinbefore provided if Parliament be then sitting and if not then within fourteen days after the commencement of the then next Session.

All rules and regulations to be published in *Gazette* and laid before Parliament.

152. If any person shall wilfully insult any Warden or any Assessor or any clerk bailiff or officer of any Warden's Court holden under this Act during his sittings or attendance in Court or before such Warden or shall wilfully interrupt the proceedings of any such Court or before any Warden or being summoned or examined as a witness in any complaint or proceeding in any such Court or before a Warden shall refuse to be sworn or to answer any lawful question or shall in the opinion of the Warden be guilty of wilful prevarication or if any person shall in any way misbehave in Court or before a Warden during his sitting as such Warden or be guilty of any contempt whatsoever

A person wilfully insulting a Warden Assessor &c. during sittings of Court &c.

Or refusing to be sworn &c.

of

May be imprisoned or fined. of such Court it shall be lawful for the Warden if he shall think fit to commit any such offender to prison for any time not exceeding months or to impose on any such offender a fine not exceeding pounds for every such offence and in default of immediate payment thereof to commit the offender as aforesaid for any time not exceeding months unless the fine be sooner paid and in either of the cases aforesaid a warrant in the form contained in the Fourteenth Schedule. Fourteenth Schedule to this Act shall and may be issued by such Warden and shall be good and valid in law without any other order Warrant that may be issued. summons or adjudication whatsoever and the bailiff and gaoler to whom the same shall be addressed shall obey the same.

PART III.—PENALTIES.

Penalties for disobeying injunctions. 153. Any person who shall wilfully or knowingly disobey evade or disregard any injunction granted by any Warden or the Judge of the Court of Mines under this Act and still in force shall for the first offence forfeit a sum not exceeding pounds and for any second or succeeding offence shall forfeit a sum not exceeding pounds for every day of its continuance Any such penalty may be adjudged in a summary way before such or any Warden or before the Judge or before any two or more Justices of the Peace sitting in Petty Sessions And in default of payment as or within the time specified in the order of adjudication such Warden Judge or Justice may by warrant under his or their hand or hands commit the offender to the nearest gaol for any period not exceeding calendar months.

Penalties for unauthorized occupation of Crown Lands. 154. Any person who shall cut or remove any live or dead timber or any earth from or who shall mine or employ any other person to mine in or shall cut or construct any race drain dam or reservoir through or upon any Crown Lands applied to any public use or purpose or *bonâ fide* used or exempted or reserved as mentioned in sections twenty-six and twenty-seven of this Act without being authorized so to do as hereinbefore provided shall be liable to the penalties by law imposed for the unauthorized occupation of Crown Lands And any person not being the holder of a business license issued under this Act or any Act repealed by this who shall carry on or follow any business on any gold field and any holder of a miner's right or business license who shall occupy for the purpose of residence and business or either any greater extent or other piece of land than he is by such Act entitled to occupy shall be liable on conviction before any competent Court to forfeit and pay for the first offence a penalty not exceeding pounds and for the second offence a penalty not exceeding pounds and not less than pounds and for the third or any subsequent offence a penalty not exceeding pounds nor less than pounds Provided that no conviction shall take place for any second or subsequent offence committed within fourteen clear days from the previous conviction.

Penalties for exceeding rights as to residence and occupation under business licenses and miners' rights. Proviso.

Penalty for infringement of regulations &c. 155. Any person who shall infringe any lawful regulation made under this Act or the "Mining Act 1874" shall on conviction thereof forfeit and pay for every such offence a penalty not exceeding pounds and every such penalty may be adjudged and recovered in a summary way before a Justice being also a Warden.

156. If any Warden or other officer mentioned in and prohibited by the proviso to section seven of this Act shall at any time during his appointment hold any interest or share in any claim gold-mining or mineral lease or mining adventure or if any Warden shall knowingly adjudicate in any matter in which he shall have any pecuniary interest he shall be guilty of a misdemeanor and shall on conviction before any competent Court be liable to fine and imprisonment or both in the discretion of such Court.

Penalty on Warden or officer holding interest in any claim &c.

157. Any officer appointed under this Act or employed in putting the same or any of the powers thereof into execution or any clerk or assistant of such officer who shall wilfully and corruptly exact take or accept any fee sum or reward whatsoever other than and except such fees or sums as are or shall be appointed and allowed respectively as aforesaid for or on account of anything done or to be done by virtue of this Act or on any account whatsoever relative to its execution shall on conviction thereof before any competent Court forfeit and pay any sum not exceeding pounds.

Penalty on any officer taking unauthorized fees.

158. Any person who shall assault obstruct or resist any Warden or any person duly authorized by any Warden so to do in lawfully entering upon any claim or land or in performing any other act authorized hereby or any bailiff or other officer or any clerk or assistant of such bailiff or officer or any inspector or other person in the performance of his duty or in the exercise of his powers under this Act or any person who after being removed by any Warden under the provisions of this Act from any claim or other place shall forcibly or clandestinely retake or retain or endeavour to retake or retain possession thereof or of any portion thereof or of any share therein or who after any decision of a Warden's Court or Warden that any complainant or defendant is entitled to use for mining purposes or to divert any water (such decision not having been altered on rehearing or reversed on appeal) shall resist such complainant or defendant or his agents in such use or diversion or upon or in consequence of the decision of any Warden's Court Warden or Assessors against him shall assault or threaten to assault any person in whose favour such decision shall have been made shall on conviction thereof before any two Justices forfeit any sum not exceeding pounds and in default of payment shall be liable to be imprisoned for any period not exceeding months.

Penalties for assaulting obstructing &c. any Warden officer &c. in discharge of his duty &c. or retaking of possession &c. after decision &c.

159. Any person on whom any summons or subpoena issued out of the Court of Mines or any Warden's Court or by any Warden requiring such person to appear as a witness in such Court respectively or before such Warden shall have been served personally or in such other manner as shall be directed by the rules to be framed as aforesaid and to whom at the same time payment or tender of his expenses shall have been made on the scale hereinbefore provided and who shall refuse or neglect without sufficient cause to appear according to the tenor of such summons or subpoena shall on conviction thereof before any two Justices forfeit any sum not exceeding pounds.

Penalty on witness disobeying summons or subpoena.

160. Notwithstanding the recovery or infliction of any penalty under this Act any person shall be entitled to enforce any civil remedy which he may have by reason of the act or default in respect of which the penalty shall have been recovered.

Recovery of penalty no bar to civil remedy.

161. No proceedings under this Act shall be removed or removable into the Supreme Court save and except as hereinbefore provided.

No removal into Supreme Court except &c.

162. Any person who shall feel himself aggrieved by any conviction or order of any Justice or Justices under this Act may appeal from any such conviction or order to the next Court of General Sessions of the Peace which shall be held nearest to the place where such conviction or order shall have been given or made and the execution of every such conviction or order so appealed from shall be suspended in case

Appeal to General Sessions against conviction by Justices.

Conviction suspended
on bond &c. being
entered into.

case such person shall with two or more sufficient sureties immediately before such Justice or Justices enter into a bond or recognizance to Her Majesty in the sum of pounds which bond or recognizance respectively such Justice or Justices is and are hereby authorized and required to take and such bond or recognizance shall be conditioned to prosecute such appeal with effect and to be forthcoming to abide the determination of the said Court of General Sessions and to pay such costs as the said Court shall award on such occasion. And such Court of General Sessions is hereby authorized and required to hear and determine the matter of the said appeal and the decision of such last-mentioned Court shall be final to all intents and purposes.

Court of Sessions to
determine the matter.

SCHEDULES.

THE FIRST SCHEDULE.

Description of Mining Districts.

THE BATHURST MINING DISTRICT.

Embracing the county of Georgiana and part of the counties of Bathurst Cook Roxburgh Westmoreland and Wellington Commencing at the junction of Winburndale Rivulet with the Macquarie River and bounded thence on part of the north and on the north-east by the spur range from that junction north-easterly which divides the waters falling to that rivulet from those falling to the Macquarie River below that junction to the southern watershed of the Turon River and by that watershed south-easterly to the Great Dividing Range and by that range to the Bathurst and Sydney Road and by that road to Cox's River by Cox's River downwards to the Kowmung River on the east by the Kowmung River upwards to its nearest source to Mount Collong and thence by a line to Mount Collong and thence by the range southerly and westerly to the source of the Abercrombie River east of Mount Werong thence by the eastern watershed of the Abercrombie River and the range dividing the waters falling to the Wollondilly River from those falling to the Abercrombie River southerly to the boundary dividing the counties of Georgiana and King thence on the south by that boundary being Kiamma Creek and the Crookwell and Lachlan Rivers downwards to the junction of Rocky Bridge Creek and thence by the Lachlan River downwards to the junction of the Belubula River thence by the western boundaries of the counties of Bathurst and Wellington northerly to the junction of the Molong Rivulet with the Bell River thence on the remainder of the north by the Bell River and Larras Lake upwards to the eastern watershed of the Bell River at the Mullions thence by the southern and the eastern boundaries of the parish of Trudgett as shown on map of the county of Wellington being a small creek easterly and the north boundary of the village reserve to the south-west corner of C. Forbes' six hundred and forty acres at Coolamir thence by the west and the north boundaries of that land northerly and easterly and the west and north boundaries of portion number three hundred and forty adjoining that six hundred and forty acres to Carly's Creek thence by that creek and Bosh's Creek downwards to the Macquarie River thence by the Macquarie River upwards to the junction of Lewis Ponds Creek with the Macquarie River thence by the eastern watershed of Lewis Ponds Creek southerly to the westerly prolongation of the south boundary of the parish of St. David county of Bathurst thence by that prolongation and the south boundary of that parish as shown on the map of the county of Bathurst published by the Government easterly to the Macquarie River and thence by the Macquarie River downwards to the junction of the Winburndale Rivulet aforesaid.

THE LACHLAN MINING DISTRICT.

Embracing parts of the Pastoral Districts of Lachlan and Wellington Commencing at the junction of Molong Rivulet with the Bell River and bounded on the east by the western boundaries of the counties of Wellington Bathurst and King southerly to the Yass River on the south by the Yass and Murrumbidgee Rivers downwards to the junction of Jugiong Creek thence on the west by the range dividing the waters of that creek from Kitticarrara Creek north-westerly to the range dividing the Lachlan and Murrumbidgee waters thence by that range westerly and the western boundaries of the Police Districts of Young Grenfell and Forbes north-westerly to the eastern boundary of the Cargellico Lake Gold Field as proclaimed twenty-second day of May one thousand eight hundred and seventy-three and thence by the eastern southern and western boundaries of that gold field southerly westerly and northerly to the Lachlan River thence by part of the north by the Lachlan River upwards to the Corridgerry Range thence again on the west by the western boundary of the county of Ashburnham northerly to the north boundary of that county and thence on the remainder of the north by the northern boundary of the county of Ashburnham easterly to the point of commencement.

THE SOUTHERN MINING DISTRICT.

Embracing the counties of St. Vincent Dampier and Auckland and parts of the counties of Argyle Murray and Wellesley Commencing on the sea coast at the junction of the Shoalhaven River and bounded on the north by the northern margin of the Shoalhaven River to the junction of Barber's Creek on the west by Shoalhaven River upwards to Nerrimunga Creek thence by the northern and the western watersheds of that creek westerly and southerly and the northern watershed of the Boro Creek westerly to the source of that creek at Mount Wollowar thence by the western watershed of the Shoalhaven River southerly and by the range dividing the eastern and western

western waters southerly to the spur range dividing the waters of the M'Laughlin and the Umaralla Rivers at the dividing boundary between the counties of Boreasford and Wellesley thence by the northern and the western watershed of the M'Laughlin River westerly and southerly to the junction of M'Laughlin and Snowy Rivers thence by the Snowy River to the junction of the Delegete River and thence by the western watershed of the Delegete River south-westerly to the boundary dividing the Colonies of New South Wales and Victoria on the south by that boundary easterly to the sea and on the east by the sea northerly to the point of commencement.

THE TUMUT AND ADELONG MINING DISTRICT.

Embracing the greater portion of the county of Murray and a small portion of the county of King and parts of the pastoral districts of Lachlan Monaro and Murrumbidgee Bounded on the north from the head of Boro Creek at Mount Wollowolar by the northern boundary of the county of Murray westerly to the Mundooran Range in the county of King and thence by the northern boundary of the Gundaroo Gold Field as proclaimed tenth January one thousand eight hundred and seventy-three westerly and south-westerly to the Yass River and thence by that river downwards to the junction of the Yass and Murrumbidgee Rivers and by the Murrumbidgee River downwards to the junction of Jugiong Creek thence by the range dividing the waters of that creek from Kitticarrara Creek north-westerly to the range dividing the Lachlan and Murrumbidgee waters thence by that range westerly to the western watershed of Houlahan's Creek thence by the western boundary of the county of Clarendon southerly to the Murrumbidgee River thence crossing that river by the western boundary of the counties of Wynyard southerly to the northern boundary of the county of Goulburn thence by that boundary westerly and the northern boundary of the county of Hume westerly to its north-west corner thence by the boundary dividing the runs of North Gunambil and Cockeydong from Butherwa Urana and Coonong Runs to Colombo Creek thence on the west by that creek to its confluence with the Billabong Creek and thence by that creek and the western boundary of Noweronie Run southerly to its south-west corner and thence by a line southerly to Weirinnuah or Woore's Hill and thence by a line south to the Murray River on the south by the Murray and Indi Rivers upwards being the boundary dividing the Colonies of New South Wales and Victoria to the source of the Indi River in the Snowy Mountains and thence by the boundary-line dividing the aforesaid colonies south-easterly to the range forming the western watershed of the Delegete River thence on the east by that range north-easterly to the junction of the Snowy and Delegete Rivers and by the Snowy River to the junction of the M'Laughlin River thence by the western and northern watersheds of the M'Laughlin River to the Great Dividing Range dividing the western and coast waters and thence by that range northerly to the point of commencement.

THE MUDGEE MINING DISTRICT.

Embracing parts of the counties of Bligh Phillip Wellington and Lincoln Bounded on the west from where the spur range forming the northern watershed of Mitchell's Creek easterly of Mount Bodangora branches from the range forming the west boundary of the county of Bligh by the western boundary of that county northerly to the Talbragar River on the north by the Talbragar River upwards to the north-east corner of W. Bowman's eight hundred and ninety acres above Cockabutta thence by a line east being part of north boundary of the Gulgong Gold Field northerly extension as proclaimed first September one thousand eight hundred and seventy-one to the Great Dividing Range dividing the eastern and western waters thence on the east by that range southerly to the eastern boundary of the Police District of Mudgee thence by that boundary bearing south by compass to the confluence of Cudgegong Creek with the Cudgegong River thence by Cudgegong Creek upwards to its source thence on the south by the range forming the southern watershed of the Meroo Creek westerly and north-westerly to the junction of Meroo Creek with the Cudgegong River thence by the Cudgegong River downwards to its confluence with the Macquarie River and by that river downwards to the junction with it of Bonada Creek thence by that creek upwards to the confluence of Circular Creek and by that creek upwards and the southern boundaries of the parishes of Galwadgere and Wellington in the county of Wellington westerly to the Bell River thence by the Bell River downwards to its confluence with the Macquarie River thence by the Macquarie River downwards to the south-west corner of J. Cleary's conditional purchase portion fourteen parish of Geurie county of Lincoln thence again on the west and on the north by the western boundaries of the parishes of Geurie Macquarie and Barbegal as shown on the published map of the county of Lincoln bearing north to the Talbragar River thence by that river upwards to the confluence of Spicer's Creek and by that creek upwards to its intersection with the eastern boundary of the parish of Murrungundie in the county of Lincoln thence by that eastern boundary bearing south and by the southern boundary of that parish bearing west to the range forming the northern watershed of Mitchell's Creek and thence by that watershed being the northern boundaries of the parishes of Tenandra and Bodangora in the county of Lincoln south-easterly to the range forming the west boundary of the county of Bligh at the point of commencement.

THE TAMBAROORA AND TURON MINING DISTRICT.

Embracing portions of the counties of Wellington Bathurst Gordon and Roxburgh Commencing at the junction of the Meroo Creek with the Cudgegong River and bounded thence on the north by the range forming the southern watershed of the Meroo Creek easterly and the northern watershed of the Turon River easterly to the Great Dividing Range thence on the east by that range southerly to the southern watershed of the Turon River thence on the south by the southern watershed of that river north-westerly to where the spur branches which terminates at the junction of Winburndale Rivulet with the Macquarie River which spur range divides the waters falling to Winburndale Rivulet from those falling to the Macquarie River below that junction and by that spur south-westerly to the junction of the Winburndale Rivulet and the Macquarie River thence by the Macquarie River upwards to the southern boundary of the parish of St. David as shown on the map of the county of Bathurst published by the Government thence by that boundary and its westerly continuation to the eastern watershed of Lewis Ponds Creek thence by that watershed northerly to the junction of Lewis Ponds Creek with the Macquarie River thence by the Macquarie River downwards to Bosh's Creek thence by Bosh's Creek and Carly's Creek upwards to the northern boundary of portion three hundred and forty adjoining the north boundary of C. Forbes's six hundred and forty acres at Coolamir thence by the north and the west boundaries of that portion and the north and the west boundaries of that six hundred and forty acres westerly and southerly and the north boundary of the Village Reserve westerly and the southern boundary of the parish of Trudgett westerly as shown on map of the county of Wellington to the range forming the eastern watershed of the Bell River at the Mullions at the source of Larras Lake thence by Larras Lake downwards to the Bell River and by the Bell River downwards to the confluence of Molong Rivulet thence by the southern boundary of the county of Gordon being the northern boundary of the county of Ashburnham westerly and the western boundary of the county of Gordon northerly to the range dividing the waters of Little River from those of Wambangalong Creek thence by the western watershed of Little River northerly to the confluence of the Little River with the Macquarie River thence again on the north by that river upwards to the confluence of Bell River and by the Bell River upwards to its intersection with the southern boundary of the parish of Wellington county of Wellington and thence by the southern boundaries of the parishes of Wellington and Galwadgere in the county of Wellington easterly to Circular Creek by that creek downwards to its confluence with Bonada Creek thence by Bonada Creek downwards to its confluence with the Macquarie River and by that river upwards to the confluence of the Cudgegong River and by the Cudgegong River upwards to its confluence with it of Meroo Creek at the point of commencement.

PEEL AND URALLA MINING DISTRICT.

Embracing parts of the counties of Brisbane Durham Hawes Vernon Inglis Sandon Clarke Gresham Gough Arrawatta Murchison Darling Parry and Burnett and the whole of the county of Hardinge Commencing at the junction of the Rouchel Brook with the Hunter River thence on the south by the Rouchel Brook upwards to its intersection by the east boundary of the parish of Rouchel in the county of Durham thence by that east boundary northerly to the south boundary of the parish of Beltrees thence by that south boundary and the south boundary of the parish of Chalmers east and its continuation east to the eastern boundary of the county of Durham thence by the eastern boundary of the county of Durham northerly to the head of the Manning River thence by that river downwards being the boundary dividing the counties of Gloucester and Hawes to its confluence with the Barnard River and thence by the western boundary of the county of Macquarie to the road from Port Macquarie to Armidale and thence by that road north-westerly to the range forming the southern watershed of the Yarrowich River being part of the boundary dividing the counties of Hawes and Vernon thence by that watershed westerly and the spur range northerly forming the western watershed of the Yarrowich River being the boundary dividing the parishes of Shelving and Enfield northerly to the Port Macquarie and Armidale Road aforesaid thence by that road being the south boundary of the parish of Denne westerly to the Tia River thence by that river downwards to its confluence with the Apsley River thence by that river upwards to the junction of Emu Creek thence by Emu Creek upwards to its source at the Bald Nob Mountain thence crossing the range by the Mihi Creek downwards to the Gyra River by that river upwards to the junction of Tilbuster Ponds and thence by the eastern watershed of the Gyra River northerly and the range forming the watershed between the Sara Aberfoyle and Guy Fawkes Rivers north-easterly to the confluence of the Sara and Guy Fawkes Rivers thence by the Guy Fawkes and Boyd Rivers downwards to the junction of the Boyd with the Mitchell River thence by the Mitchell River upwards to the junction of the Four-mile Creek thence by a line north about six miles being part of the dividing boundary between the counties of Gough and Drake to the boundary dividing the counties of Gough and Clive thence by that boundary north-westerly to a point in the Great Dividing Range at the junction of the range dividing the waters falling to the Severn River from those to Deep Water River a tributary of the Mole River thence by that range westerly to the source of Glen or Beardy River thence

thence by the Glen or Beardy River downwards to its junction with the Dumaresq River thence by the Dumaresq River to the road from Maidenhead to the Bonshaw and Ashford Road thence by that road westerly to its junction with the road aforesaid from Bonshaw to Ashford at the junction of Myall Creek with the Severn River thence by that river downwards to its junction with the Macintyre River thence by that river upwards to the junction therewith of Cucumber Creek about two miles above Wallangra thence by that creek upwards to its source in the range dividing the waters of the Macintyre from Ottley's Creek being the dividing boundary between the counties of Arrawatta and Burnett and thence by a line west to Ottley's Creek at three and a half miles below reserve from lease number twenty-eight notified fourth July one thousand eight hundred and fifty-five thence by that creek upwards to the south boundary of portion twenty-five on that creek in the parish of Gullungutta in the county of Burnett thence by that boundary westerly and the west boundaries of that portion and portion twenty-four northerly to a point east from the south-east corner of portion sixty-five of that parish thence by a line west to that corner and by the south boundary of that portion westerly to the south-west corner of that portion thence by the road forming the west boundaries of portions sixty-nine sixty-eight seventy-seven thirty-nine thirty-seven thirty-eight forty-eight and seventy-one parish of Gragin southerly to the south-west corner of the latter portion and thence by the western boundary of the parish of Gragin southerly to Warialda Creek thence by that creek downwards to the east boundary of the population reserve of Warialda thence by that boundary bearing north and the north boundary of that reserve bearing west to its north-west corner and thence by the prolongation of that north boundary being the north boundary of the parish of Vicars bearing west about two and a quarter miles to the west boundary of that parish and by that west boundary bearing south about eighteen miles to Warialda Creek at the south-east corner of A. A. Adams's one hundred and sixty acres and thence by that creek downwards to the Gwydir River and by that river upwards to the confluence of the Horton River thence by that river upwards to Cobbadah Creek thence by Cobbadah Creek upwards to the north-west corner of Eaton and Crawley's three hundred and twenty-two acres thence by the west boundary of that land and its southerly prolongation being the west boundary of the parish of Cobbadah to the boundary dividing the counties of Murchison and Darling being the Nandewar Range thence by that range westerly and the ranges forming the western watersheds of the Manilla and Namoi Rivers south-easterly being part of the northern and the western boundaries of the county of Darling to the junction of the Peel River with the Namoi River thence by the Peel River upwards to the south-easternmost corner of the Australian Agricultural Company's three hundred and thirteen thousand two hundred and ninety-eight acres grant thence by the south boundary of that grant westerly dividing the counties of Parry and Buckland by that boundary south-easterly to the Liverpool Range forming the boundary between the counties of Parry Buckland and Brisbane and by that range easterly to the head of the Isis River at the north-west corner of the parish of Crawney county of Brisbane thence by the Isis River downwards to its confluence with Page's River by Page's River upwards to the tributary which joins it at half a mile above the south boundary of the Waverley Estate thence by the north boundary of the parish of Gundy Gundy and the north boundaries of the parishes of Park and Melbourne westerly as shown on map of the county of Brisbane to the west boundary of the last-mentioned parish thence by that west boundary bearing south to Dart Brook thence by that brook upwards to its intersection by the west boundary of the parish of Manbus thence by that west boundary bearing south and the south boundary of that parish easterly to the west boundary of the parish of Halscot thence by the west boundary of that parish southerly to its south-west corner and thence by the south boundaries of the parishes of Halscot and Strathearn easterly to Dart Brook, by that brook downwards to its confluence with the Hunter River and by that river upwards to the junction of Rouchel Brook, at the point of commencement.

THE NEW ENGLAND AND CLARENCE MINING DISTRICT.

Embracing the counties of Clive Buller Drake and parts of the counties of Fitz Roy Gresham Gough and Arrawatta Commencing at the junction of the Sara and Guy Fawkes Rivers in the county of Gresham and bounded thence on the west by the Guy Fawkes and Boyd Rivers downwards to the junction of the Boyd with the Mitchell River and by the Mitchell River upwards to the junction of Four-mile Creek thence by a line north about six miles being part of the boundary dividing the counties of Gough and Drake to the boundary dividing the counties of Gough and Clive thence by that boundary north-westerly to a point in the Great Dividing Range at the junction of the range dividing the waters falling to the Severn River from those falling to the Deep-water River a tributary of the Mole River thence by that range westerly to the source of Glen or Beardy River thence by the Glen or Beardy River downwards to its junction with the Dumaresq River thence on the north-west by the boundary dividing the Colonies of New South Wales and Queensland north-easterly to the boundary dividing the counties of Buller and Rous near Mount Lindsay on the east by the boundary dividing the counties of Rous Richmond and Clarence from the counties of Buller and Drake southerly to the Clarence River thence by the Clarence River downwards to the junction of the Orara River and by that river upwards to Chambigne Creek county of Fitzroy thence by that creek upwards to the north-east corner of C. G. Tindal's one hundred and two acres portion one parish of Ermington thence by the east boundary of the parish of Ermington bearing south about five miles and thence by part of its south boundary

boundary bearing west to Endless Creek and by Endless Creek upwards and the east boundary of the parish of Martin bearing south to the Nymboida River at the south-west corner of portion seventeen parish of Nymboida thence by that river westerly to Boundary Creek and thence by a line south-westerly to the junction of the Sara and Guy Fawkes Rivers at the point of commencement.

Also within the following boundaries—Counties of Richmond and Rous Commencing on the sea-coast at its intersection with the south boundary of the parish of South Ballina thence by that boundary westerly being a small creek forming partly the southern boundary of portion forty of that parish P. Doran's conditional purchase and portion four M. A. Duncan's conditional purchase of forty acres to the Richmond River on the west by that river downwards to a point east of the junction of Emigrant Creek thence crossing the Richmond River to that junction and thence by Emigrant Creek upwards to portion one parish of Newrybar being the west boundaries of the parishes of Ballina and Newrybar and thence by a line parallel with and distant four miles from the sea-coast to a point four miles west from the mouth of the Brunswick River thence on the north by a line east four miles to the mouth of the Brunswick River on the sea-coast and thence on the east by the sea-coast southerly to the point of commencement.

Also within the following boundaries—County of Richmond Commencing at the junction of the south boundary of the parish of West Coraki with the south arm of the Richmond River and bounded on the south by the south boundary-line of the parish of West Coraki bearing west to its south-west corner on the west by the west boundary of that parish bearing north to Sandy Creek by that creek upwards to its intersection with the boundary dividing the parishes of Woram and Richmond thence by that boundary being a line north to Deep Creek and by Deep Creek upwards to the south-west corner of portion fifty parish of Woram thence by the west boundary of that portion bearing north to its north-west corner thence by the north boundaries of that portion and portion fifty-one easterly to its intersection with the southerly prolongation of the west boundaries of portions one two and eight parish of Woram thence by that prolongation and the west boundaries of those portions northerly being part of the west boundary of the parish of Woram to the Richmond River and thence on the north and on the east by that river downwards to the confluence with it of the south arm aforesaid and by that south arm upwards to the point of commencement.

THE SECOND SCHEDULE.

MINER'S RIGHT.		NEW SOUTH WALES.	
No.		No.	Mining District and Division or Place in which issued
Mining District and Division or Place in which issued		Date	
Date		Paid £	
Name		MINER'S RIGHT.	
Address		Issued to	of
Paid		provisions of the "Mining Act 187" to be in force	
To be in force until		until.	18 .
		Signed	AB

THE THIRD SCHEDULE.

MINERAL LICENSE.		NEW SOUTH WALES.	
No.	_____	No.	_____
Place of issue		Mining District and Division or place in which issued	
Date		Date	
Name		Paid £	
Address		MINERAL LICENSE.	
Paid		Issued to _____ of _____	under the
Date of expiration		provisions of the "Mining Act 187 _____"	" to be in force
		until _____ 18 _____	
		Signed	AB

THE FOURTH SCHEDULE.

BUSINESS LICENSE.		NEW SOUTH WALES.	
No.	_____	No.	_____
Mining District and Division or Place in which issued.		Mining District and Division or Place in which issued	
Date		Date	
Name		Paid	
Address		BUSINESS LICENSE.	
Paid		Issued to _____ of _____	under the
To be in force until		provisions of the "Mining Act 187 _____"	" to be in force
		until the _____ day of _____ 18 _____	
		Signed	AB

THE FIFTH SCHEDULE.

PART 1.—FORM OF GOLD MINING LEASE.

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 _____ (hereinafter called the lessee) of the other part—
 Witnesseth :—That in consideration of the sum of _____ paid by the said lessee on the _____ day of _____ 18 _____ and of the rents hereinafter reserved and of the covenants and provisos hereinafter contained Her Majesty doth by these presents grant and demise unto the lessee his executors administrators and transferees all that piece or parcel of land containing by admeasurement _____ and more particularly described and delineated in the Schedule hereto, or in the plan hereunto annexed and numbered _____ and all those mines veins seams or deposits of gold in on and under the said land (hereinafter called the said mine) together with all and singular the shafts levels drifts works ways fixtures erections liberties easements advantages and appurtenances which are now or at any time during the term hereby granted may be held occupied or enjoyed therewith for the purposes of mining on the said land for gold and also with full power for the said lessee his executors administrators and transferees and his and their agents and workmen (including contractors, tributors, and so forth) to dig sink drive make and use excavations pits shafts levels tunnels watercourses and other works necessary for winning and raising the gold in on or under the said land and to take and appropriate the same during the term hereby granted and to make and construct on the said land races drains dams reservoirs roads and tramways and also to erect on the said land all buildings engines furnaces pumps machinery and appliances necessary for the purpose of winning and obtaining the gold in on or under the said land and for effectually carrying on the works of the said mine and also to erect on the said land such offices cottages and dwelling-houses for the use of the agents workmen and persons employed in the said mine and works as the said lessee his executors administrators and transferees shall think proper To hold the said land mine and premises with the appurtenances (subject nevertheless to such rights and interests as may be lawfully subsisting therein at the date of these presents) unto the said lessee his executors administrators and transferees from the date hereof for the term of _____ years next ensuing for the purpose of mining therein or thereon for gold and working or winning the said gold and for no other purpose—yielding and paying therefor unto Her Majesty her heirs and successors yearly and every year during the said term the yearly rent of _____ in advance the first year's rent having been paid as aforesaid on the _____ day of _____ the next payment shall be made to the Colonial _____

Colonial Treasurer in Sydney on the day of next and thereafter on the day of in each and every year the yearly rent aforesaid shall be paid to the Colonial Treasurer aforesaid clear of all rates taxes and assessments to which the said land mine and premises are now or at any time during the said term may be subject or liable Provided always and it is hereby agreed that if the said yearly rent shall be in arrear for thirty days after the same shall have become payable whether such rent shall have been legally demanded or not any officer appointed or authorized thereto by the Minister for Mines may by himself or his agent enter upon the said land and seize and distrain all gold and all rock earth or other matter containing gold actually got and raised from the said mine and all machinery apparatus tools waggons carts carriages engines plant and all other goods chattels and effects whatsoever in upon and about the said land and premises and every distress thus made may take away sell and dispose of as in cases of distress for rent reserved in common leases and out of the money arising thereby retain so much as shall be sufficient to satisfy the said arrears and which shall at the time of such sale be unpaid and all expenses incurred by him or them in or in respect of such seizure distraint removal and sale and if there be any surplus such officer shall pay the same to the said lessee his executors administrators or transferees and the acceptance or receipt of rent by or on behalf of Her Majesty after breach of any covenant hereinafter contained shall not be or be deemed a waiver of the right of Her Majesty or of the Minister for Mines or other officer on behalf of Her Majesty to enforce observance of such covenant And the said lessee do hereby for himself his heirs executors administrators and transferees covenant with Her Majesty her heirs and successors in manner following, that is to say —

1. That the said lessee his executors administrators and transferees shall and will during the said term pay unto Her Majesty her heirs and successors the rent hereby reserved at the times and places hereinbefore appointed for payment thereof, clear of all deductions.

2. And after the day of shall and will upon and during all lawful working days except when prevented by inevitable accident or during the execution of repairs make construct and work the said land mine and premises in the best and most effectual manner and to the best advantage without interruption and shall and will diligently explore and search for gold in on and under the said land mine and premises.

3. And after the date last aforesaid shall and will employ in the construction of the works or in mining operations on or under the said land during the first month of the said term and during the usual hours of labour able and competent workmen and miners at the least and during the remainder of the said term and during the usual hours of labour shall and will employ as aforesaid not less than such workmen and miners unless prevented by inevitable accident or during the execution of repairs Provided that the lessee or if there be more than one lessee each lessee who shall work as aforesaid shall count as and be deemed for the purposes of these presents to be a workman or miner employed as aforesaid.

4. And shall and will during the said term effectually drain the said mine and pump all water likely to cause injury thereto or which would prevent or interfere with the working thereof and if the said mine shall be effected or be liable to be effected by the same flow or body of water as any other mine or mines contiguous thereto shall and will if and whenever requested so to do contribute with the lessee or lessees or owner or owners of such other mines a reasonable proportion of the machinery and labour necessary to free and keep such mine or mines free from water to a workable extent or if the said mine shall be kept free from water to a workable extent either wholly or partially by means of the machinery and labour of a contiguous mine or mines or by reason of any works constructed or money expended by the lessee or lessees owner or owners of such contiguous mine or mines then shall and will pay to such lessee or lessees owner or owners as aforesaid a reasonable proportion of the money so expended and the Minister for Mines for the time being may if and whensoever he shall think fit depute some efficient person who shall have access to and inspection of all such mines to determine when the said mine is so freed or kept wholly or partially free from water, and what are the reasonable proportions of such expenses aforesaid and to whom and when the same are to be paid such decision to be final and conclusive on all parties.

5. And shall and will make such provision for the disposal of the detritus dirt waste or refuse of the said mine that the same shall not be an inconvenience nuisance or obstruction to any roadway river creek or private or Crown lands, or shall not in any manner occasion any public or private damage or inconvenience.

6. And shall and will erect and keep erected during the said term a post painted white or where it is impracticable to erect posts shall and will erect make or establish some other approved boundary marks at each angle of the said land and at such points along the boundary-lines as shall be necessary so as plainly and accurately to define the boundary-lines and angles of the said land and in case posts shall be erected each such post shall be fixed firmly in the ground and shall project above the surface thereof not less than three feet.

7. And shall and will as often as required so to do during the term make and deliver to the Minister for Mines for the time being or any officer appointed or instructed to collect obtain or receive the same all such true and proper plans and sections returns and statistics of the workings and operations of the said mine made up to the last day of the preceding month (the truth and accuracy of which shall be verified by the statutory declaration of the lessee for the time being or the manager or other officer having the charge control and direction of the works of the said mine) as the Minister for Mines shall from time to time direct And shall and will whenever required by the Minister for

Mines

Mines so to do deliver to any officer appointed or instructed as aforesaid samples of the alluvium or vein stuff found in or upon such mine and land.

8. And shall and will during the said term make proper and reasonable compensation to the occupier or occupiers lessee or lessees from the Crown of any adjoining land in respect of any damage which may be sustained by him or them by reason of the working of the said mine, or the carrying on of the works thereof or connected therewith such compensation to be determined by the Minister for Mines or by some person authorized by him so to do.

9. And shall and will permit any mining surveyor or other person duly authorized in that behalf with all proper or necessary assistants at all reasonable times during the said term quietly to enter into and upon the said land mine and premises to survey and examine the state and condition thereof and for the purposes aforesaid to descend all pits and shafts and to enter into and use all adits levels galleries drives and excavations and to use all roads ways engines ropes machinery gear appliances materials labour and other things in or on the said land and mine which shall be by him deemed necessary without making any compensation for the same so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the said mining works.

10. And further shall and will at all times during the said term keep and preserve the said mine and premises from all avoidable injury or damage and also the levels drifts shafts watercourses roads ways works erections and fixtures therein and thereon in good repair and condition except such of the matters and things last aforesaid as shall from time to time be considered by a mining surveyor or other proper officer authorized by the Minister for Mines to inspect and report upon such matters and things to be unnecessary for the proper working of the said mine or any contiguous mine and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of all and singular the premises hereby demised to Her Majesty Her Heirs and Successors or to the Warden or other officer authorized to receive possession thereof Nevertheless the Minister for Mines may if he think fit permit the lessee his executors administrators and transferees within such time as he shall fix after possession shall have been received as aforesaid to enter upon the said land and to remove therefrom such machinery plant and apparatus as shall have been erected and fixed upon such land and such earth rock stone quartz clay sand or soil containing gold as shall have been won from and raised to the surface of such mine.

11. And shall not nor will use or occupy or permit to be used or occupied the said land or any part thereof for other than mining purposes or for pasturage or as sites for dwellings or garden ground for the persons employed in on or about the said mine.

12. And shall not nor will close up or obstruct any adit or adits to or from any contiguous mine or mines whereby fresh air is admitted or ventilation promoted.

13. And shall not nor will plead acceptance of rent by or on behalf of Her Majesty as a waiver of the right of Her Majesty or of the Minister for Mines or other officer on behalf of Her Majesty to enforce observance of the covenants herein contained or of the right of the Governor with the advice of the Executive Council to declare these presents void for breach of any such covenant: Provided always and it is hereby agreed and declared in manner following:

14. That it shall be lawful for Her Majesty Her Heirs Successors and assigns without compensation to the lessee to make and use in on or under the said land any levels drifts leads shafts watercourses adits roads ways and passages for freeing and keeping free any other lands or mines from water or for conveying water to any other lands or mines for mining purposes or for supplying any other mines with fresh air or for effectually working any other mines or for any public purpose whatsoever and to cut dig and remove all timber stone gravel and other materials in or upon the said land which may be required for any public purpose causing as little damage obstruction or interference as possible to or with the said mine and the works thereof.

15. And if the lessee his executors administrators or transferees shall prove to the satisfaction of the Minister for Mines that the said mine is unworkable from any cause whatsoever or that the lessee his executors administrators or transferees is or are unable by reason of sickness or other sufficient cause to work in such land or mine or that the supply of water is insufficient to allow the working of the said land mine and premises to be profitably carried on the Minister for Mines may grant permission to suspend work therein or thereon for any period not exceeding six months and the lessee his executors administrators or transferees may during such period discontinue work without incurring in respect thereto any forfeiture or penalty for breach of any covenant herein contained.

16. And lastly that if the lessee his executors administrators or transferees shall at any time during the said term fail to use such land *bonâ fide* for the purpose for which it has been demised or if and whenever the said rent shall be in arrear for thirty days after the time appointed for payment thereof whether the same shall have been legally demanded or not or if and whenever there shall be a breach of or non-compliance with any of the covenants and provisoes herein contained by the lessee his executors administrators or transferees and (in case the breach shall have been for the non-compliance with the covenants for the employment of workmen or miners or for the working of the mine) the lessee his executors administrators or transferees shall not have obtained from the Minister for Mines permission to suspend work as aforesaid the Governor with the advice of the Executive Council who alone and finally shall judge and determine the matter upon the evidence or reports submitted by the Minister for Mines for the time being may (notwithstanding the acceptance of rent of the demised land after such failure

breach

breach or non-compliance shall have happened or been committed) declare these presents void and upon publication in the *Government Gazette* of notice of such declaration all the right title and interest of the lessee h executors administrators and transferees under these presents shall cease and determine both at law and in equity and the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the Minister for Mines declaring the lease void shall be conclusive evidence in all Courts whatsoever in the Colony of New South Wales of a breach of or non-compliance with the covenants and provisoes herein contained sufficient to authorize and sustain such declaration having been lawfully made and that the interest created hereunder has been lawfully determined and thereupon it shall be lawful for Her Majesty Her Heirs and Successors or her or their agents or officers or for any bailiff or other person duly authorized thereto or for any holder of a miner's right who has the permission of the Minister for Mines for the time being without any previous demand whatsoever to enter forthwith into and upon the said land and premises hereby granted and the same to repossess and enjoy as fully and effectually to all intents and purposes as if these premises had not been made and the said lessee h executors administrators and transferees to expel and remove without any legal process and as effectually as the Sheriff might do in case judgment in ejectment had been obtained and a writ of *habere facias possessionem* had been issued on such judgment and in case of such entry and any legal proceeding taken in respect thereof the defendant or defendants in any such proceeding may plead leave and license in bar thereof and these presents shall be conclusive evidence of such leave and license by the lessee h executors administrators and transferees or other the person or persons plaintiff or plaintiffs in such proceedings for such entry or other matters complained of in such proceedings.

In witness whereof His Excellency Sir Hercules George Robert Robinson Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George the Governor and Commander-in-Chief of the Colony of New South Wales hath on behalf of Her Majesty the Queen caused the Seal of the said Colony to be affixed to this grant and also set his hand at Government House Sydney in the said Colony the day and year first above written and the lessee ha also set h hands and seals the day of 18

SCHEDULE.

PLAN.

Endorsement.

Registered in the Department of Mines at Sydney this day of A.D. 187
at the hour of o'clock in the noon and numbered in the register

PART 2.—FORM OF MINERAL LEASE.

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 (hereinafter called the lessee) of the other part—Witnesseth: That in consideration of the sum of paid by the said lessee on the day of 18 and of the rents hereinafter reserved and of the covenants and provisoes hereinafter contained Her Majesty doth by these presents grant and demise unto the lessee h executors administrators and transferees All that piece or parcel of land containing by admeasurement and more particularly described and delineated in the Schedule hereto or in the plan hereunto annexed and numbered except the surface of that portion thereof bounded by lines coloured red containing acres more or less and all those mines veins seams or deposits of [the mineral or metal proposed to be worked] in on and under the said land (hereinafter called the said mine) together with all and singular the shafts levels drifts works ways fixtures erections liberties easements advantages and appurtenances which are now or at any time during the term hereby granted may be held occupied or enjoyed therewith for the purposes of mining upon and under the said land for and also with full power for the said lessee h executors administrators

administrators and transferees and his and their agents and workmen (including contractors tributors and so forth) to dig sink drive make and use excavations pits shafts levels tunnels watercourses and other works necessary for winning and raising the

in on or under the said land and to take and appropriate the same during the term hereby granted and to make and construct on the said land races drains dams reservoirs roads and tramways and also to erect on the said land all buildings engines furnaces pumps machinery and appliances necessary for the purpose of winning and obtaining the

in on or under the said land and for effectually carrying on the works of the said mine and also to erect on the said land such offices cottages and dwelling-houses for the use of the agents workmen and persons employed in the said mine and works as the said lessee h executors administrators and transferees shall think proper: To hold the said land mine and premises with the appurtenances (subject nevertheless to the reservation or exception of that portion of the surface of the said land shown on the plan aforesaid bounded by lines coloured red and to such rights and interests as may be lawfully subsisting therein at the date of these presents) unto the said lessee h executors administrators and transferees from the date hereof for the term of

years next ensuing for the purpose of mining therein or thereon for working or winning the said and for no other purpose yielding and paying therefor unto Her Majesty her heirs and successors yearly and every year during the said term the yearly rent of

in advance the first year's rent having been paid as aforesaid on the day of the next payment shall be made to the Colonial Treasurer in Sydney on the day of next and thereafter on the day of

in each and every year the yearly rent aforesaid shall be paid to the Colonial Treasurer aforesaid clear of all rates taxes and assessments to which the said land mine and premises are now or at any time during the said term may be subject or liable: Provided always and it is hereby agreed that if the said yearly rent shall be in arrear for thirty days after the same shall have become payable whether such rent shall have been legally demanded or not any officer appointed or authorized thereto by the Minister for Mines may by himself or his agent enter upon the said land and seize and distrain all minerals metals and ores actually got and raised from the said mine and all machinery apparatus tools waggons carts carriages engines plant and all other goods chattels and effects whatsoever in upon and about the said land and premises and in every distress thus made may take away sell and dispose of as in cases of distress for rent reserved in common leases and out of the moneys arising thereby retain so much as shall be sufficient to satisfy the said arrears and which shall at the time of such sale be unpaid and all expenses incurred by him or them in or in respect of such seizure distraint removal and sale and if there be any surplus such officer shall pay the same to the said lessee h executors administrators or transferees and the acceptance or receipt of rent by or on behalf of Her Majesty after breach of any covenant hereinafter contained shall not be or be deemed a waiver of the right of Her Majesty or of the Minister for Mines or other officer on behalf of Her Majesty to enforce observance of such covenant And if the said lessee h executors administrators or transferees shall mine for or win from the said land mine and premises any gold or any earth rock stone quartz clay sand gravel or soil containing gold or any mineral or metal with which gold is associated or combined without the express sanction first had and obtained of the Minister for Mines for the time being the Governor with the advice of the Executive may declare these presents void and thereupon all the right title and interest of the the lessee h executors administrators and transferees under these presents shall cease and determine both at law and in equity And the said lessee do hereby for h sel h heirs executors administrators and transferees covenant with Her Majesty her heirs and successors in manner following that is to say:—

1. That the said lessee h executors administrators and transferees shall and will during the said term pay unto Her Majesty Her Heirs and Successors the rent hereby reserved at the times and places hereinbefore appointed for payment thereof clear of all deductions.

2. And shall and will during the second year of the term hereby created expend upon or in connection the land hereby demised a sum of money equal to one pound for each and every acre of such land.

3. And shall and will during the third year of the term hereby created expend in manner aforesaid a further sum of one pound for each and every acre of the land hereby demised.

4. And shall and will during the said term effectually drain the said mine and pump all water likely to cause injury thereto or which would prevent or interfere with the working thereof and if the said mine shall be affected or be liable to be affected by the same flow or body of water as any other mine or mines contiguous thereto shall and will if and whenever requested so to do contribute the lessee or lessees or owner or owners of such other mines a reasonable proportion of the machinery and labour necessary to free and keep such mine or mines free from water to a workable extent or if the said mine shall be kept free from water to a workable extent either wholly or partially by means of the machinery and labour of a contiguous mine or mines or by reason of any works constructed or money expended by the lessee or lessees owner or owners of such contiguous mine or mines—then shall and will pay to such lessee or lessees owner or owners as aforesaid a reasonable proportion of the cost of such machinery labour or works or a reasonable proportion of the money so expended and the Minister for Mines for the time being may if and whenever he shall think fit depute some efficient person who shall have access to and inspection of all such mines to determine when the said mine is so freed or kept wholly

or

or partially free from water and what are the reasonable proportions of such expenses aforesaid and to whom and when the same are to be paid—such decision to be final and conclusive on all parties.

5. And shall and will make such provision for the disposal of the detritus dirt waste or refuse of the said mine that the same shall not be an inconvenience nuisance or obstruction to any roadway river creek or private or Crown lands or shall not in any manner occasion any public or private damage or inconvenience.

6. And shall and will erect and keep erected during the said term a post painted white at each angle of the said land and at such points along the boundary-lines as shall be necessary so as plainly and accurately to define the boundary-lines and angles of the said land; and each such post shall be fixed firmly in the ground and shall project above the surface thereof not less than three feet.

7. And shall and will as often as required so to do during the term make and deliver to the Minister for Mines for the time being or any officer appointed or instructed to collect obtain or receive the same all such true and proper plans and section returns and statistics of the workings and operations of the said mine made up to the last day of the preceding month (the truth and accuracy of which shall be verified by the statutory declaration of the lessee for the time being or the manager or other officer having the charge control and direction of the works of the said mine) as the Minister for Mines shall from time to time direct And shall and will whenever required by the Minister for Mines so to do deliver to any officer appointed or instructed as aforesaid, samples of the minerals metals and ores or any of them found in or upon such mine and land.

8. And shall and will during the said term make proper and reasonable compensation to the occupier or occupiers lessee or lessees from the Crown of any adjoining land in respect of any damage which may be sustained by him or them by reason of the working of the said mine or the carrying on of the works thereof or connected therewith such compensation to be determined by the Minister for Mines or by some person authorized by him so to do.

9. And shall and will permit any mining surveyor or other person duly authorized in that behalf with all proper or necessary assistants at all reasonable times during the said term quietly to enter into and upon the said land mine and premises to survey and examine the state and condition thereof and for the purposes aforesaid to descend all pits and shafts and to enter into and use all adits levels galleries drives and excavations and to use all roads ways engines ropes machinery gear appliances materials labour and other things in or on the said land and mine which shall be by him deemed necessary without making any compensation for the same so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the said mining works.

10. And further shall and will at all times during the said term keep and preserve the said mine and premises from all avoidable injury or damage and also the levels drifts shafts watercourses roads ways works erections and fixtures therein and thereon in good repair and condition except such of the matters and things last aforesaid as shall from time to time be considered by a mining surveyor or other proper officer authorized by the Minister for Mines to inspect and report upon such matters and things to be unnecessary for the proper working of the said mine or any contiguous mine and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of all and singular the premises hereby demised to Her Majesty her heirs and successors or to the Warden or other officer authorized to receive possession thereof Nevertheless the Minister for Mines may if he think fit permit the lessee his executors administrators and transferees within six months after possession shall have been received as aforesaid to enter upon the said land and to remove therefrom such machinery plant and apparatus as shall have been erected and fixed upon such land and such earth rock ore mineral or metal as shall have been won from and raised to the surface of such mine.

11. And shall not nor will use or occupy or permit to be used or occupied the said land or any part thereof for other than mining purposes or for pasturage or as sites for dwellings or garden ground for the persons employed in on or about the said mine.

12. And shall not nor will mine in or upon the said land and premises for any mineral metal or ore other than _____ without the express sanction of the Minister for Mines.

13. And shall not nor will close up or obstruct any adit or adits to or from any contiguous mine or mines whereby fresh air is admitted or ventilation promoted.

14. And shall not nor will plead acceptance of rent by or on behalf of Her Majesty as a waiver of the right of Her Majesty or of the Minister for Mines or other officer on behalf of Her Majesty to enforce observance of the covenants herein contained or of the right of the Governor with the advice of the Executive Council to declare these presents void for breach of any such covenant Provided always and it is hereby agreed and declared in manner following:

16. That it shall be lawful for Her Majesty her heirs successors and assigns to make and use in on or under the said land any levels drifts leads shafts watercourses adits roads ways and passages for freeing and keeping free any other lands or mines from water or for conveying water to any other lands or mines for mining purposes or for supplying any other mines with fresh air or for effectually working any other mines or for any public purpose whatsoever causing a little damage obstruction or interference as possible to or with the said mine and the works thereof And if at any time during the term hereby created any part or parts of the land hereby demised or any part

or

or parts of the surface thereof shall be required for the purpose of any township village railway road canal watercourse reservoir or for any other public purpose it shall be lawful for the Governor for the time being with the advice of the Executive Council on giving three months notice of his intention so to do to cause to be set out the part or parts of the said land or of the surface thereof which shall be so required and as soon as the same shall be so set out such part or parts of the said land or of the surface thereof shall cease to be included in the land hereby demised and the lessee his executors administrators or transferees shall not be entitled to any abatement of rent or any compensation whatever in respect thereof.

17. And lastly that if the lessee his executors administrators or transferees shall at any time during the said term fail to use such land *bonâ fide* for the purpose for which it has been demised or if and whenever the said rent shall be in arrear for thirty days after the time appointed for payment thereof whether the same shall have been legally demanded or not or if and whenever there shall be a breach of or non-compliance with any of the covenants and provisoes herein contained by the lessee his executors administrators or transferees the Governor with the advice of the Executive Council who alone and finally shall judge and determine the matter upon the evidence or reports submitted by the Minister for Mines for the time being may declare these presents void and upon publication in the *Government Gazette* of notice of such declaration all the right title and interest of the lessee his executors administrators and transferees under these presents shall cease and determine both at law and in equity and the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the Minister for Mines declaring the lease void shall be conclusive evidence in all Courts whatsoever in the Colony of New South Wales of a breach of or non-compliance with the covenants and provisoes herein contained sufficient to authorize and sustain such declaration having been lawfully made, and that the interest created hereunder has been lawfully determined and thereupon it shall be lawful for Her Majesty Her Heirs and Successors or her or their agents or officers or for any bailiff or other person duly authorized thereto or for any holder of a mineral license who has the permission of the Minister for Mines for the time being without any previous demand whatsoever to enter forthwith into and upon the said land and premises hereby granted and the same to repossess and enjoy as fully and effectually to all intents and purposes as if these premises had not been made and the said lessee his executors administrators and transferees to expel and remove without any legal process and as effectually as the Sheriff might do in case judgment in ejectment had been obtained and a writ of *habere facias possessionem* had been issued on such judgment and in case of such entry and any legal proceeding taken in respect thereof the defendant or defendants in any such proceeding may plead leave and license in bar thereof and these presents shall be conclusive evidence of such leave and license by the lessee his executors administrators and transferees or other the person or persons plaintiff or plaintiffs in such proceedings for such entry or other matters complained of in such proceedings.

In witness whereof His Excellency Sir HERCULES GEORGE ROBERT ROBINSON Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, the Governor and Commander-in-Chief of the Colony of New South Wales hath on behalf of Her Majesty the Queen caused the seal of the said Colony to be affixed to this grant and also set his hand at Government House Sydney in the said Colony the day and year first above written and the lessee has also set his hand and seal the
day of 18 .

SCHEDULE.

PLAN.

Endorsement.

Registered in the Department of Mines at Sydney this day of
A.D. 187 at the hour of o'clock in the noon and numbered in the Register.

THE

THE SIXTH SCHEDULE.

NOTICE OF INTENTION TO APPLY FOR A MINING LEASE.

NOTICE is hereby given that the undermentioned persons intend applying for a Lease of _____ acres of land situated _____ for the purposes of mining therein for _____ for a term of _____ years Possession of the said land was taken by [state how angles are marked] at each angle thereof on the _____ day of _____ eighteen hundred and seventy-_____ at the hour of _____ o'clock in the _____ noon and the datum [tree post or other mark] is distant _____ in a _____ direction from _____ Application for the said Lease will be lodged with _____ at _____ on the _____ day of _____ Dated at _____ this _____ day of _____ eighteen hundred and seventy-_____

Names and Address of Applicants.	Signatures.

THE SEVENTH SCHEDULE.

PART I.—FORM OF APPLICATION FOR GOLD-MINING LEASE.

To the Honorable the Minister for Mines, Sydney.

(Place)

(Date)

SIR,

[I or We] hereby make application for a lease of that piece or parcel of land situated _____ containing _____ of which _____ took possession on the _____ day of _____ at the hour of _____ o'clock in the _____ noon for the purpose of mining thereon and therein for gold for a term of _____ years by [state how angles are marked] at each angle thereof The datum [tree, post, or other mark] is distant _____ in a _____ direction from _____ Notice of _____ intention to make this application has been given in accordance with the provisions in that behalf of the "Mining Act 1875" and _____ hand herewith a list of the persons who occupy or claim a right to the land aforesaid or any part thereof together with such consents as _____ have obtained _____ also hand herewith [the sum of or a receipt for the sum of] _____ being the first year's rent in advance of the said land and [the sum of or a receipt for the sum of] _____ to cover the cost of survey. And _____ hereby request that survey may forthwith be made of the said piece or parcel of land.

_____ hereby acknowledge that this application is made upon the distinct understanding and condition that if _____ shall abandon or fail to proceed with it or if it is refused the Minister for Mines for the time being may deduct from the sum of [here insert the sum deposited as rent in advance] deposited as aforesaid any cost to which in his opinion the Crown may have been put in or about or in respect of this application and this application shall thereupon become and be void and the possession aforesaid shall cease and determine And if this application shall be granted _____ shall and will commence mining operations upon or in connection with the said land within _____ from and after the granting thereof and shall and will employ upon such land not less than _____ men during the first _____ of the term created and not less than _____ men during the remainder of such term And shall and will at any time when called _____

called upon to do so execute and take delivery of a lease or of an agreement to lease such land or failing therein for a period of fourteen days after being so called upon shall and will forward the said sum of [here insert the sum deposited as rent in advance] and all right title or interest in and to the said land and the possession thereof and the said lease or agreement shall be forthwith cancelled.

have the honor to be,
Sir,
Your most obedient Servant,

Name in full and Address of each Applicant.	Signatures of Applicants.

This application was received by me this day of 187 , at the hour of o'clock in the noon and is numbered

(Signature)

NOTE.—The applicant fixes the number of men to be employed and the time of commencing work but in dealing with this application, the number of men proposed to be employed, and the time proposed for commencing operations, will be taken into consideration. And if (taking into account all the circumstances of the case) such proposals do not appear to the Minister for Mines to be reasonable, he may refuse to entertain the application, and thereupon such application will become and be void.

PART II.—FORM OF APPLICATION FOR MINERAL LEASE.

To the Honorable the Minister for Mines, Sydney.

(Place)
(Date)

SIR, -

[I or We] hereby make application for a lease of that piece or parcel of land situated containing of which took possession on the day of at the hour of o'clock in the noon for the purpose of mining thereon and therein for for a term of years by [state how angles are marked] at each angle thereof The datum point is distant in a direction from Notice of intention to make this application has been given in accordance with the provisions in that behalf of the "Mining Act 1875" and hand herewith a list of the persons who occupy or claim a right to the land aforesaid or any part thereof together with such consents as have obtained also hand herewith [the sum of or a receipt for the sum of] being the first year's rent in advance of the said land and the sum of to cover the cost of survey hereby acknowledge that this application is made upon the distinct understanding and condition that if shall abandon or fail to proceed with it or if it is refused the Secretary for Mines for the time being may deduct from the sum of deposited as aforesaid any cost to which in his opinion the Crown may have been put in or about or in respect of this application and this application shall thereupon become and be void and the possession aforesaid shall cease and determine And if this application shall be granted shall and will during the second year of the term created expend in the construction of mining works or in mining operations upon or in connection with the demised land a sum of money equal to one pound for each and every acre of land demised and shall and will during the third year of the term created expend in like manner

manner a further sum equal to one pound for each and every acre of land demised And shall and will at any time when called upon to do so execute and take delivery of a lease or of an agreement to lease such land or failing therein for a period of fourteen days after being so called upon shall and will forfeit the said sum of and all right title or interest in and to the said land and the possession thereof and the said lease or agreement shall be forthwith cancelled.

have the honor to be,

Sir

Your most obedient Servant,

Name in full and Address of each Applicant.	Signatures of Applicants.

This application was received by me this day of 187 at the
hour of o'clock in the noon and is numbered

(Signature)

EIGHTH SCHEDULE.

FORM OF AGREEMENT TO LEASE.

AGREEMENT made and entered into this day of between
the Minister for Mines of the Colony of New South Wales of the one part and
of in the said Colony (hereinafter designated the lessee) of the other part.
Witnesseth that in virtue of the powers vested in him by the "Mining Act 1875"
and in consideration of the rents hereinafter reserved and of the sum of paid by
the lessee as and for the first year's rent of the parcel of land hereinafter described and
delineated the said as such Minister for Mines doth hereby agree and
promise that a lease in terms of and in the form in Part of the Fifth Schedule of the
Act aforesaid of the said parcel of land shall be granted to the said lessee for a term of
years from the date hereof for the purpose of mining therein and thereon for
Provided always that the said lessee shall on the day of next and
thereafter on the day of in each and every year during the said term
well and truly pay to the Colonial Treasurer at the Treasury in the City of Sydney the
sum of and shall observe and perform all and singular the covenants conditions
and provisos which would be contained in such lease if it were actually granted and
issued and in the event of h failing for a period of thirty days to pay such rent or
failing to observe or perform any such covenant condition or proviso this Agreement may
be cancelled and the promise to grant a lease as aforesaid revoked and thereupon the
tenancy hereby created and the right of the lessee to mine in or upon such parcel of
land shall cease and determine absolutely and the Minister for Mines may by any
officer agent or bailiff enter upon and recover possession of such parcel of land and
remove the said lessee h executors administrators and transferees and his
or their agents servants and workmen therefrom And the said lessee do hereby agree
to pay the rent reserved as aforesaid at the times and place herein set forth and to
observe and perform all and singular the covenants conditions and provisos aforesaid or
failing therein to deliver up quiet and peaceable possession of the said parcel of land
And do further agree that this instrument shall be conclusive evidence of lease and
license to enter upon and recover possession of such parcel of land and to remove the said
lessee h executors administrators and transferees and his or their agents
servants or workmen therefrom and may be pleaded as such by the defendant or defendants
in

in any proceedings in respect thereof And it is hereby declared that this agreement shall be in full force and shall have the same efficacy as a lease until the lease shall be actually issued or until the expiration or sooner determination of the term created.

In witness whereof the parties hereto respectively have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the
said
in the presence of

DESCRIPTION.

PLAN.

THE NINTH SCHEDULE.

In the Warden's Court holden }
at

To [insert names additions and places of abode of all the defendants]

You are hereby summoned to appear before me or some other Warden at
on the day of next at ten o'clock in the forenoon of
the same day precisely to answer the complaint of A. B. of and C. D. or
[insert names additions and places of abode of all the complainants] by
which complaint they seek [here state nature of complaint showing whether for recovery of
or for any encroachment on or trespass upon any land race &c.—or for the recovery of
any sum of money under any contract (setting out amount and particulars)—or for the
dissolution of a mining partnership &c.—or for the adjustment and ascertaining of
boundaries—&c. &c.—(as the complaint may come under any of the heads of jurisdiction
conferred upon a Warden's Court)—and disclosing in each instance the substance of the facts
constituting the cause of complaint]

If you pay into Court the full sum claimed of £
with the cost incurred by the complainant up to such payment and notice thereof given
to him from the Warden's office you will avoid any further expense in respect of the
complaint

or

If you pay into Court such part of the said sum of £
as you may think a full satisfaction of the complainant's demand with the costs incurred
by him up to such payment and notice thereof given to him from the Warden's office
and if the complainant elect to proceed and recover no further sum than you shall have so
paid he shall pay to you the costs incurred by you after such payment.

If you desire the said complaint to be heard before the Warden and Assessors you
are entitled to have it so heard upon your giving to me notice in writing to that effect
before the day of and upon your paying to me or to
my clerk the sum of *three pounds* at same time but you will have to pay a like sum for
every day of hearing after the first.

You may have a summons to compel the attendance of any witness or for the
production of any books or documents on applying at my office.

Bring this summons with you when you come there.

Given under my hand this day of 18 .

A. B. Warden.

THE TENTH SCHEDULE.

No. of Complaint.	Date of Complaint.	Complainant.		Attorney (if any.)	Defendant.		Attorney (if any.)	Relief sought and Amount of demand.	Grounds of defence and cross relief sought (if any.)	Decision and whether by Warden or Warden and Assessors and order thereon	Date when and name of person to whom any writ granted and nature of writ.	Date and purport of injunction or other order in a suit.	Memorandum of Agreement (if any) to bar Appeal.	Date of notice of appeal (if any) received by Warden.	Date and exact statement of decree or order on appeal.
		Name.	Address.		Name.	Address.									

THE

Missing.

55

THE ELEVENTH SCHEDULE.

Writ of Execution against the Goods of Defendant.

No. of Complaint.

No. of Writ.

In the Warden's Court

holden at

Between A.B. Complainant and C.D. Defendant.

WHEREAS on the _____ day of _____ 18__ the complainant obtained a judgment in this Court against the defendant for the sum of £ _____ And it was thereupon ordered by the Court that the defendant should pay the same into Court on the _____ day of _____ (or by instalments of _____ on every _____) And whereas default has been made in payment according to the said order and the sum stated at the foot of this warrant is the amount due thereunder including the costs of this execution These are therefore to require and order you forthwith to seize take and dispose of the lands tenements and hereditaments goods and chattels of the defendant wheresoever they may be found (except the wearing apparel and bedding of him or his family and the tools and implements of his trade if any to the value of ten pounds) and also to seize and take any money or Bank notes and any cheques bills of exchange promissory-notes bonds specialities or securities for money of the defendant which may there be found or such part or so much thereof as may be sufficient to satisfy this execution and the costs of making and executing the same and to pay what you shall have so levied into this Court and make return of what you have done under this warrant immediately upon the execution thereof.

Given under my hand this _____ day of _____ 18__ .

Warden.

To the Bailiff of the said Court or any District Court Bailiff and others the Assistant Bailiffs thereof.

	£	s.	d.
Amount for which Judgment was obtained	.....	
Costs	.....	
Mileage	.....	
Paid into Court	.....	
Remaining due	.....	

Total amount to be levied _____

Notice.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized unless they be of a perishable nature or at the request of the defendant.

Application was made to the Warden for this Writ at _____ minutes past the hour of _____ in the _____ noon of the _____ day of _____ 18__ .

THE TWELFTH SCHEDULE.

In the Warden's Court of the }
Mining District of _____ }

A.B. complainant.
C.D. defendant.

To E.F. of _____

WHEREAS the said Court [or the Warden thereof] did on the _____ day of _____ 18__ make a decree [or order] that [state the thing or act decreed or ordered to be done] and you a person named in such decree [or order] and intended to be bound thereby have disobeyed the same and the same now remains disobeyed inasmuch as [show in what respect it has been disobeyed.]

These are therefore to require you to appear personally before the said Court [or Warden or any other Warden] at _____ on the _____ day of _____ at _____ o'clock in _____ noon to show cause why you should not be committed to prison for disobedience of such decree [or order.]

Given under my hand and the seal of the said Court this _____ day of _____

G.H. Warden.

(Seal)

THE THIRTEENTH SCHEDULE.

To the Bailiff of the Warden's Court holden at or to any District Court Bailiff and to the keeper of the gaol at

THESE are to command you the said bailiff to take E.F. of and to convey him to the said gaol and to deliver him to the said keeper thereof And you the said keeper are hereby required to receive the said E.F. into your custody in the said gaol and him there safely to keep until the Judge of the Court of Mines or the Warden of the said Warden's Court shall otherwise order or until the said E.F. shall be otherwise discharged in due course of law.

Given under my hand and the seal of the said Warden's Court this
day of

G.H. Warden.

(Seal)

THE FOURTEENTH SCHEDULE.

To the Bailiff of the Warden's Court of the Mining District of or to any
District Court Bailiff and to the Keeper of the Gaol at

THESE are to command you the said Bailiff to apprehend O.B. of and to convey him to the said gaol and deliver him to the said Keeper thereof and you and the said Keeper are hereby required to receive him into your custody in the said gaol and him there safely to keep for the term of [unless the sum of shall be sooner paid] I the undersigned Warden of the said Court having now here adjudged the said O.B. [to pay a fine of and in default of immediate payment thereof] to be imprisoned for the said term For that he the said O.B.

[Here state the offence as follows]

has now during my sitting in my office as such Warden wilfully insulted me the said Warden [or an Assessor as the case may be lawfully in attendance] during my sitting or interrupted the proceedings of the said Court (or before me) or having been summoned as a witness in a complaint before me between &c. &c. refused to be sworn or being sworn as a witness before me refused to answer a certain lawful question that is to say "Whether &c." or has been guilty in the opinion of me the said Warden of prevarication as such witness or misbehaved himself towards the said Court or during my sitting in my office as Warden)].

Given under my hand and the Seal of the said Court this
A.B. Warden of the said Court. day of

(Seal)

1875.

LEGISLATIVE ASSEMBLY,
NEW SOUTH WALES.

REPORT FROM THE SELECT COMMITTEE

ON THE

WARATAH COAL COMPANY'S BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
13 *April*, 1875.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

1875.

1875.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 15. FRIDAY, 2 APRIL, 1875.

3. WARATAH COAL COMPANY'S BILL ("Formal" Motion) :—Mr. Farnell moved, pursuant to Notice,—
 (1.) That the Waratah Coal Company's Bill be referred to a Select Committee for consideration and report; and that the evidence taken before a former Committee be referred to this Committee.
 (2.) That the said Committee consist of Mr. Lackey, Mr. W. C. Browne, Mr. Stevens, Mr. Cunneen, Mr. Moses, Mr. Thomas Brown, Mr. W. H. Suttor, Mr. Hay, Mr. Hill, and the Mover.
 Question put and passed.
-

VOTES No. 20. TUESDAY, 13 APRIL, 1875.

22. WARATAH COAL COMPANY'S BILL :—Mr. Farnell, as Chairman, brought up the Report from, and laid upon the Table the Minutes of Proceedings of, and of Evidence taken before, the Select Committee for whose consideration and Report this Bill was referred on 2nd April, 1875.
 Ordered to be printed.

* * * * *

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1875.

 WARATAH COAL COMPANY'S BILL.

 REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, to whom was referred, for consideration and report, on the 2nd April, 1875, the "*Waratah Coal Company's Bill*," and to whom was also referred on the same date "*the Evidence taken before a former Committee*,"—beg to report to your Honorable House:—

That they have examined the witness named in the margin* (whose evidence ^{* Smith, Church, Esq} will be found appended hereto), and that the Preamble having been satisfactorily proved to your Committee, they proceeded to consider the several clauses of the Bill, in which it was not deemed necessary to make any amendment.

Your Committee now beg to lay before your Honorable House the Bill without amendment.

JAMES S. FARNELL,
Chairman.

No. 2 Committee Room,
Sydney, 9th April, 1875.

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 9 APRIL, 1875.

MEMBERS PRESENT:—

Mr. Farnell,
Mr. W. C. Browne,

Mr. W. H. Suttor,
Mr. Stevens.

Mr. Farnell called to the Chair.
Entry from Votes and Proceedings appointing the Committee, and referring Papers thereto, read by the Clerk.
Printed copies of the Bill and Evidence referred, together with original Petition to introduce the Bill, before the Committee.
Present:—William Barker, Esq. (*Solicitor for the Bill*).
Charles Smith, Esq. (*Chairman of the Waratah Coal Company*), called in and examined.
Room cleared.
Preamble considered.
Question,—“That this Preamble stand part of the Bill,”—put and passed.
Solicitor called in and informed.
Bill read and agreed to.
Chairman to report Bill without amendment to the House.

WITNESS.

Smith, Charles, Esq.

PAGE,
5

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

WARATAH COAL COMPANY'S BILL.

FRIDAY, 9 APRIL, 1875.

Present:—

MR. FARNELL, | MR. W. H. SUTTOR,
MR. W. C. BROWNE, | MR. STEVENS.

J. S. FARNELL, ESQ., IN THE CHAIR.

W. Barker, Esq., appeared as Solicitor for the Bill.

Charles Smith, Esq., called in and examined:—

1. *Mr. Barker.*] You were examined before a Select Committee of the Legislative Assembly, on the 11th November last, upon the subject of the Bill now referred to this Committee? Yes. C. Smith, Esq.
9 April, 1875.
2. Is the printed copy of the evidence now before you the evidence you gave on that occasion? Yes.
3. In that evidence you stated, that if anything further than the alterations that had already been made at the instance of Mr. Morehead should be required, it was understood between the Company and Mr. Morehead that the Company should submit to any regulations that Mr. Whitton, the Engineer-in-Chief for Railways, might recommend to be necessary? Yes.
4. You are aware that both parties placed themselves in communication with Mr. Whitton for that purpose? Yes.
5. Are the regulations in clause 5 of the Bill now before this Committee the regulations as prepared by Mr. Whitton? They are.
6. You are aware, I believe, that the matter was left entirely to Mr. Whitton, without any interference on the part of the Company, and that they have adopted, in their entirety, all his regulations? Yes.
7. Are you aware of any objection existing at the present time on the part of either of the parties through whose land the line is intended to pass? None whatever.
8. All their requirements have been satisfied? Yes.
9. *Chairman.*] The only objection in reference to the former Bill was by Mr. Morehead? Yes.
10. There was no objection on the part of the Engineer-in-Chief on behalf of the Government? No.
11. He approves of the line? Yes; in fact the whole railway had been approved by the Government Engineer at Newcastle before it came before the House at all.
12. You are aware that the carrying out of the regulations prepared by Mr. Whitton will entail a very large expenditure upon the Waratah Coal Company as compared with what was proposed in the former Bill? Yes, in keeping up the signals and so on there will be much more expense than was proposed to be adopted formerly.
13. However, these regulations of Mr. Whitton are in accordance with an arrangement made between the Waratah Company and Mr. Morehead, on behalf of the English and Scottish Company? Yes.
14. The plan (*Appendix B*) attached to the evidence given before the previous Committee is the plan of the Branch Railway you propose? Yes.
15. *Mr. Barker.*] And is being constructed, in fact, in accordance with the line indicated here? Yes.
16. I think you have already said you are not aware of any objections from any quarter that have not been fully met? I am not.
17. *Chairman.*] The usual notices have been published in the *Government Gazette* and the newspapers, intimating your intention to apply for this Bill? Yes.
18. *Mr. Barker.*] Both in the Sydney and Newcastle papers? Yes.

1875.

—
LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

REPORT FROM THE SELECT COMMITTEE

ON THE

AUSTRALASIA COAL COMPANY'S BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
11 *June*, 1875.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

—
1875.

1875.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 58. THURSDAY, 10 JUNE, 1875.

8. AUSTRALASIA COAL COMPANY'S BILL (*"Formal" Motion*):—Mr. Pilcher moved, pursuant to Notice,—
- (1.) That the Australasia Coal Company's Bill be referred to a Select Committee for consideration and report.
- (2.) That such Committee consist of Mr. F. B. Suttor, Mr. Cohen, Mr. Moses, Mr. Hay, Mr. Farnell, Mr. Garrett, Mr. Lackey, Mr. Robertson, Mr. Fitzpatrick, and the Mover.
- Question put and passed.
-

VOTES No. 59. FRIDAY, 11 JUNE, 1875.

7. AUSTRALASIA COAL COMPANY'S BILL:—*Mr. Farnell*, on behalf of Mr. Pilcher, brought up the Report from, and laid upon the Table the Minutes of Proceedings of, and of Evidence taken before, the Select Committee for whose consideration and report this Bill was referred on 10th June, 1875.
- Ordered to be printed.

* * * * *

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1875.

AUSTRALASIA COAL COMPANY'S BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, to whom was referred for consideration and report, on the 10th June, 1875, the "*Australasia Coal Company's Bill*,"—beg to report to your Honorable House:—

That they have examined the witnesses named in the List* (whose evidence will be found appended hereto), and that the Preamble having been satisfactorily proved to your Committee, they carefully considered the several Clauses and Schedules of the Bill, in which it was deemed necessary to make certain amendments.

Your Committee now beg to lay before your Honorable House the Bill as amended by them.

CHAS. E. PILCHER,
Chairman.

No. 3 Committee Room,
Sydney, 11th June, 1875.

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 11 JUNE, 1875.

MEMBERS PRESENT:—

Mr. Pilcher,	|	Mr. Farnell,
Mr. Cohen,	|	Mr. Fitzpatrick.

Mr. Pilcher called to the Chair.

Entry from Votes and Proceedings, appointing the Committee, *read* by the Clerk.

Printed copies of the Bill referred, with original Petition to introduce the same, before the Committee.

Present:—John Dawson, Esq. (*Solicitor for the Bill*.)

John Dawson, Esq., examined.

Witness *produced* copy of the Act 27 Vict., No. 190, of the Colony of Victoria, under which the Company is registered, and also the Certificate of Registration.

Thomas Pearson Moody called in and examined.

Witness *produced* a plan of the proposed line of Railway described in the Preamble.

Witness withdrew.

James Munro, Esq. (*Chairman of the Board of Directors of the Company*), called in and examined.

Witness *produced* Deed of Association of the Company.

Room cleared.

Preamble considered.

Question,—“That this Preamble stand part of the Bill,”—put and passed.

Parties called in and informed.

Clauses 1 to 29 *read* and *agreed to*.

Clause 30 *read, amended,** and *agreed to*.

Clauses 31 and 32 *read* and *agreed to*.

Schedules *read* and *agreed to*.

Motion made (*Mr. Farnell*) and Question,—That the Chairman report the Bill, as amended, to the House,—put and passed.

* See Schedule of Amendments.

SCHEDULE OF AMENDMENTS.

Page 10, clause 30, line 22. *Omit* “six,” *insert* “twelve.”

” ” lines 22 and 23. *Omit* “the completion of the said Railway,” *insert* “such entry.”

LIST OF WITNESSES.

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- T. P. Moody, Esq.
11 June, 1875.
22. Do you conceive that the traffic on the Great Northern Railway will be greatly increased by it? Yes; in fact it will bring a revenue of between eight and nine thousand pounds per annum to the Great Northern Railway. The whole of the coal coming down this line will have to pass over the Great Northern line.
23. Have any openings been made to determine whether coal really exists upon the land? Yes, several.
24. Can you form any idea—assuming this railway to be permitted—what quantity of coal would be sent down daily or weekly? After the colliery gets into regular working order, from 800 to 1,000 tons a day.
25. What number of men are likely to be employed in making and completing the railway? About 300.
26. And in getting coal and working the mine afterwards? From 400 to 450.
27. Can you suggest any other benefits that are likely to accrue from the formation or completion of this railway, as to the opening up of large tracts of country? Yes; it will be beneficial in opening up the mineral lands in the neighbourhood of Lake Macquarie. There are some hundreds of thousands of acres there locked up for want of communication. This line goes within a mile of Lake Macquarie.
28. Do you know whether the Company is anxious to have the line formed as speedily as possible, so as to commence mining operations? Yes; in fact we have a portion of the rails lying at the Great Northern Railway now ready to put down.
29. Do you conceive that the working of this mine will tend to bring down the price of coal? I could not say that; it will increase the supply, but the demand is increasing every day.
30. *Mr. Farnell.*] Does your proposed railway, where it meets the Great Northern line, join it on a level? Yes.
31. This proposed railway crosses several private railways? It crosses an old railway which is not in use, nor likely to be in use; and it crosses the Waratah Coal Company's railway, for which they have just obtained a Bill.
32. Will that be a level crossing? Yes.
33. Have the Government, or any person in the Works Department, or the Engineer-in-Chief, made any objection? No.
34. Do you know whether Mr. Whitton is aware that this application is being made, or that a survey has been made, to connect this line with the Great Northern? He must be aware that we have made an application for a junction.
35. Has that been granted? Not yet; it has been referred to the Superintendent of Permanent-way, and he approves of it.
36. *Mr. Fitzpatrick.*] Is the seam in this Company's land the same seam as the A. A. Company's? No, it is a seam much higher.
37. What is the thickness? 9 feet; but that is not the only seam we have—we have ten or twelve others.
38. At what distance from the surface? The coal outcrops in the ranges at various depths from 20 to 250 feet.
39. Have you bored 250 feet? No; but we know it goes that depth under the range. We have sunk in several places on each side of these ridges.
40. To what depth? 70 feet.
41. How many seams have you cut in 70 feet? Two. The Waratah Company has sunk a very deep shaft adjoining us.

James Munro, Esq., called in and examined:—

- James Munro, Esq.
11 June, 1875.
42. *Chairman.*] You are Chairman of the Board of Directors of the Australasia Coal Company? Yes.
43. Do you produce the deed of association of the Company? Yes, a printed copy. (*Produced.*)
44. Who are the directors? They are Mr. Lormer, Mr. Stewart, Mr. Smith, Mr. Holtam, Mr. Jones, Mr. Robins, Mr. Hoskins, and Mr. Bowen. They are all resident in Melbourne, except one.
45. What is the amount of the capital? £100,000 in 100,000 shares of £1 each, all subscribed.
46. You have seen the Company's property, of course? Yes.
47. You know the seams? Yes.
48. They have been tested? Yes, there is no doubt of the coal being there.
49. *Mr. Farnell.*] Have you read the Bill now before the Committee? I have.
50. Is there ample provision made in this Bill by regulation in reference to signals where your proposed railway meets and crosses other lines? My personal knowledge does not extend to that, but I think we have copied the Waratah Company's Bill in that respect.
51. You have copied the regulations embodied in the Waratah Company's Bill? Yes.
52. *Mr. Cohen.*] Has the whole of the subscribed capital been paid up? No; a deposit of 6d. a share and two calls of 1s. each have been paid, and a third call of 1s. is now due, and has been nearly all paid. The future calls will be 1s. per share every two months.
53. *Mr. Fitzpatrick.*] Have you any idea how many shareholders there are? Between 400 and 500; there are more than 400 but not quite up to 500. I may say that our shareholders are chiefly shareholders of a proprietary with which I am connected, and are spread over a large surface. The largest number held by any one shareholder is 3,500 shares. He holds greatly in excess of any of the other shareholders.
54. Are you aware whether any notice has been given to the persons through whose land this line is proposed to pass? The usual notices have been given in the *Gazette* and local newspapers.
55. Does that notice describe the land through which the railway is intended to pass? Yes, I think so.
56. What is the estimated cost of this proposed line? The first estimate was about £8,000 a mile, but it has since been ascertained that it will probably cost less than £5,000 a mile, because the land over which it passes is not so wild and rugged as we expected.
57. *Mr. Cohen.*] Do you propose establishing an office in this Colony? Yes, in Newcastle.
58. Will any of the directors be resident here? There is one resident here now, only one, Mr. Robins. Previously we had two or three resident at Lambton.
59. *Mr. Farnell.*] Is this land purchased or leased land? A very small portion of it is purchased; most of it is leased from the Government.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

AUSTRALASIA COAL COMPANY'S BILL.

FRIDAY, 11 JUNE, 1875.

Present:—

MR. COHEN,	|	MR. FITZPATRICK,
MR. FARNELL,	|	MR. PILCHER.

CHARLES PILCHER, ESQ., IN THE CHAIR.

John Dawson, Esq., appeared as Solicitor for the Bill.

John Dawson, Esquire, Solicitor for the Bill, examined:—

1. *Chairman.*] Do you produce the Act 27 Vic., No. 190, of the Colony of Victoria? Yes. (*Produced.*)
2. Do you produce a certificate of registration of the Australasia Coal Company under that Act? Yes. (*Produced.*)

J. Dawson
Esq.

11 June, 1875.

Thomas Pearson Moody, Esquire, called in and examined:—

3. *Mr. Dawson.*] You are a surveyor and engineer? Yes.
4. Where do you reside? At Waratah.
5. Do you know the land of the Australasia Coal Company, situated upon Winding Creek, in the parish of Newcastle, county of Northumberland? Yes.
6. What is the area of the land? The area is 1,094 acres.
7. That is the property of this Company? Yes.
8. Have you surveyed the proposed line of railway, the subject of this Bill? Yes.
9. Have you the plan? Yes. (*Plan produced.*)
10. Is this plan correct? Yes.
11. Does it show the line of railway proposed by the Bill before the Committee? Yes.
12. By whom was it made? By me.
13. So that you can speak positively? Yes.
14. *Mr. Farnell.*] That it is in accordance with the description contained in the preamble of the Bill? Yes.
15. *Mr. Dawson.*] What is the entire length of the proposed railway to its junction with the Great Northern Railway? Six miles.
16. Does this plan show correctly the respective properties through which the line is proposed to pass, as described in the preamble? Yes.
17. You know the land the property of this Company? Yes.
18. Are there extensive fields of valuable coal upon it? Yes.
19. And in order to facilitate communication between the land of the Company and the Great Northern Railway do you deem it desirable to construct the railway as now asked for? Yes.
20. Is the opening of the mine or mines of the Australasia Coal Company likely to be beneficial to the Colony and to the public? Yes, I think it likely to be very beneficial.
21. In what respect? In opening up mineral lands, and in promoting an increase in the supply of coal for local consumption, steam navigation, and export.

T. P.
Moody, Esq.

11 June, 1875.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

AUSTRALASIA COAL COMPANY'S BILL.

(PETITION OF E. C. MEREWETHER.)

Ordered by the Legislative Assembly to be printed, 21 June, 1875.

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

The humble Petition of Edward Christopher Merewether, of the Ridge, near Newcastle, in the Colony of New South Wales, Esquire, General Superintendent of the Australian Agricultural Company,—

RESPECTFULLY SHOWETH.—

That a Bill has been introduced into your Honorable House to enable the Australasia Coal Company (Limited) amongst other things to make and construct a line of railway from their land situate on Winding Creek, near Newcastle, in the Colony of New South Wales, bounded on the east by the Waratah Coal Mining Company's block of two thousand six hundred and sixty acres, and on the west by Messieurs Warner's block of one thousand two hundred and eighty acres, such line of railway to commence at the Great Northern Railway, at a point about two and a half miles distant from the Port of Newcastle, and passing in a north-westerly and south-westerly direction through the two thousand acre grant of the Australian Agricultural Company, &c.

That the Australian Agricultural Company object to the said Bill so far as it enables the line of railway to be laid over part of the said Australian Agricultural Company's lands, upon the following grounds:—

- 1st. Because the proposed railway is so laid out through the land of the Australian Agricultural Company that it will occasion them special loss by severance.
- And 2nd. Because such severance is unnecessary, inasmuch as the proposed line of railway will, for some distance from the point at which it will be connected with the Great Northern Railway, run parallel to and at no great distance from three other private lines of railway, namely:—
 The Waratah Company's line,
 The Scottish Australian Company's line, and
 The New Lambton Company's line,
 all of which are connected with the Great Northern line, and two of them through the Australian Agricultural Company's land.
- 3rd. Because the said proposed railway, if necessary, so far as the said three private lines extend, can be laid without any difficulty parallel to any of such private lines without causing such loss and damage to the said Australian Agricultural Company as will be caused by the now proposed line.

That your Petitioner, on behalf of the Australian Agricultural Company, had prepared a petition, setting forth the above objections to the said Bill, and praying that the said Company might be heard by counsel, attorney, or agent, against the same, and be at liberty to adduce other evidence before the Select Committee of your Honorable House, which petition it was intended to have been presented to-day, and had been settled by counsel for the said Australian Agricultural Company for that purpose.

That your Petitioner on going to the Legislative Assembly to inspect the plan lodged with the said Bill finds that on Friday last, the eleventh day of June instant, there was brought up and laid upon the table of your Honorable House the Report from, and the Minutes of the proceedings of, and Evidence taken before, the Select Committee of your Honorable House, for whose consideration and report the Bill was referred on the preceding day, the tenth day of June instant.

That although this and all others the proceedings taken in the matter were in conformity with the Standing Orders of your Honorable House, yet the Bill was reported on in the shortest possible time that those Orders would admit of, as will appear from the following circumstances:—

On Tuesday, the eighth day of June instant, a petition was presented from John Robyns, Managing Director of the Australasia Coal Company (Limited), praying for leave to bring in the said Bill.

On the following day, Wednesday, the ninth instant, in pursuance of leave in that behalf the said Bill was brought in.

And on Thursday, the tenth instant, the said Bill was in pursuance of a resolution in that behalf referred to a Select Committee for consideration and report.

And on Friday, the eleventh instant, as before stated, the said Report was laid upon the table of your Honorable House.

That your Petitioner had no reasonable opportunity of presenting a petition praying to be heard before the Select Committee of your Honorable House, and that a grievous wrong and injustice would be done to the said Australian Agricultural Company if they are precluded from being heard by counsel against the said Bill.

Your Petitioner therefore, for and on behalf of the said Australian Agricultural Company, humbly prays that the said Bill may be again referred and re-committed to the Select Committee of your Honorable House, and that the said Australian Agricultural Company may be heard by counsel, attorney, or agent, against the said Bill, and that they may be heard and be at liberty to call witnesses and adduce other evidence before such Select Committee.

And your Petitioner will ever pray, &c.,

EDWARD C. MEREWETHER.

Dated this fifteenth day of June, one thousand eight hundred and seventy-five.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SECOND REPORT FROM THE SELECT COMMITTEE

ON THE

AUSTRALASIA COAL COMPANY'S BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

7 July, 1875.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

1875.

1875.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 69. FRIDAY, 25 JUNE, 1875.

11. AUSTRALASIA COAL COMPANY'S BILL:—The Order of the Day having been read,—Mr. Pilcher moved, "That" this Bill be now read a second time.
Debate ensued.
Mr. Stephen Brown moved, pursuant to *Contingent Notice*, That the Question be amended by the omission of all the words after the word "That," with a view to the insertion in their place of the words "the Bill be referred back to the Select Committee appointed on the Bill for further consideration and report, and that the Australian Agricultural Company may be heard by Counsel before the Committee."
Question proposed,—That the words proposed to be omitted stand part of the Question.
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 there inserted,—put and passed.
Question then,—That the Bill be referred back to the Select Committee appointed on the Bill for further consideration and report, and that the Australian Agricultural Company may be heard by Counsel before the Committee,—put and passed.

VOTES No. 77. WEDNESDAY, 7 JULY, 1875.

3. AUSTRALASIA COAL COMPANY'S BILL:—*Mr. Farnell*, on behalf of the Chairman (Mr. Pilcher), brought up a second Report from, and laid upon the Table the minutes of the Proceedings of, and of Evidence taken before, the Select Committee for whose consideration and Report this Bill was referred a second time on the 25th June, 1875.
Ordered to be printed.

* * * * *

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1875.

AUSTRALASIA COAL COMPANY'S BILL.

SECOND REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, to whom, on 25th June, 1875, was referred back for further consideration and report the "*Australasia Coal Company's Bill*," and to whom leave was granted *to hear Counsel on behalf of the Australian Agricultural Company*,—beg to report to your Honorable House,—

That having taken further evidence (which will be found appended hereto), and heard Counsel for and against the Bill, they still consider the Preamble satisfactorily proved.

Your Committee on re-considering the Bill deemed it necessary to make further amendments therein, and now beg to lay before your Honorable House the Bill, as further amended by them.

CHAS. E. PILCHER,
Chairman.

*No. 2 Committee Room,
Sydney, 6th July, 1875.*

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 29 JUNE, 1875.

MEMBERS PRESENT:—

Mr. Pilcher in the Chair.

Mr. Farnell, | Mr. Cohen.

Entry from Votes and Proceedings referring the Bill back to the Committee, and granting leave for the Australian Agricultural Company to be heard by Counsel, read by the Clerk.

Resolved,—That the Australian Agricultural Company be heard by Counsel.

Present for the Promoters:—

John Dawson, Esq. (*Solicitor for the Bill*.)

Present for the Australian Agricultural Company:—

W. W. Billyard, Esq. (*Solicitor*).

G. C. Davis, Esq. (*Counsel*).

John Whitton, Esq. (*Engineer-in-Chief for Railways*), called in and examined.

Witness handed in certain documents which were ordered to be appended. (*See Appendices A 1 and A 2*.)

Room cleared,

Committee deliberated.

Ordered,—That George Bewick, Esq., and T. P. Moody, Esq., be summoned to give evidence next meeting.

[Adjourned to To-morrow at Two o'clock.]

WEDNESDAY, 30 JUNE, 1875.

MEMBERS PRESENT:—

Mr. Pilcher in the Chair.

Mr. F. B. Suttor, | Mr. Cohen.

Present for the Promoters:—

John Dawson, Esq. (*Solicitor for the Bill*.)

Present for the Australian Agricultural Company:—

W. W. Billyard, Esq. (*Solicitor*).

G. C. Davis, Esq. (*Counsel*).

George Bewick, Esq. (*Superintendent of Works and Ways, Great Northern Railway*), called in and examined.

Plans produced showing points of junction of the proposed railway with Great Northern Railway.

Witness withdrew.

T. P. Moody, Esq. (*Mining Engineer*), called in and examined.

Witness withdrew.

George Bewick, Esq., further examined.

Room cleared.

Committee deliberated.

[Adjourned to To-morrow at Eleven o'clock.]

THURSDAY, 1 JULY, 1875.

MEMBERS PRESENT:—

Mr. Pilcher in the Chair.

Mr. Cohen, | Mr. Farnell,
Mr. F. B. Suttor.

Present for the Promoters:—

John Dawson, Esq. (*Solicitor for the Bill*.)

Present for the Australian Agricultural Company:—

W. W. Billyard, Esq. (*Solicitor*.)

G. C. Davis, Esq. (*Counsel*).

Edward C. Merewether, Esq., called in and examined.

Additional plan produced showing proposed line of railway.

Witness withdrew.

James B. Winship, Esq., called in and examined.

Witness withdrew.

Committee deliberated, and decided to adjourn to a quarter to Three o'clock this day.

[Adjourned.]

There being no quorum at the time appointed for the re-assembling of the Committee, the meeting lapsed.

FRIDAY,

FRIDAY, 2 JULY, 1875.

MEMBERS PRESENT :—

Mr. Pilcher in the Chair.

Mr. Cohen, | Mr. F. B. Suttor,
Mr. Farnell.

Trontham M. Mackay, Esq. (*Licensed Surveyor*), called in and examined.
 Witness withdrew.
 Francis Longmore, Esq., examined.
 Witness withdrew.
 T. P. Moody, Esq., called in and further examined.
 Witness withdrew.
 Counsel addressed the Committee for and against the Bill.
 Room cleared.
 Committee deliberated.

[Adjourned to Tuesday next at *Eleven* o'clock.]

TUESDAY, 6 JULY, 1875.

MEMBERS PRESENT :—

Mr. Pilcher in the Chair.

Mr. Farnell, | Mr. Cohen,
Mr. Fitzpatrick.

Preamble considered.
 Question,—“That this Preamble stand part of the Bill”,—put and passed.
 Clauses 1 and 2 read and agreed to.
 Clause 3 read, amended,* and agreed to.
 Clauses 4 to 16 read and agreed to.
 Clause 17 postponed.
 Clauses 18 to 28 read and agreed to.
 Clause 29 read and omitted.
 Clauses 30 to 32 read and agreed to.
 Schedule 1 read and agreed to.
 Schedule 2 read, amended,† and agreed to.
 Postponed clause 17 read, amended,‡ and agreed to.
 New clause, to stand as clause 29, read and agreed to.
 New clauses,§ to stand as clauses 31, 32, 33, and 34, read and agreed to.
 Chairman to report the Bill with amendments to the House.

* See Schedule of Amendments.

† See Schedule of Amendments.
 ‡ See Schedule of Amendments.
 § See Schedule of Amendments.

SCHEDULE OF AMENDMENTS.

- Page 4, clause 3, line 20. *Omit* “railway”; *insert* “Company’s.”
 „ 7, clause 17, line 54. *After* “compensation” *insert* “other than that provided for by section 30 of this Act.”
 „ 9, clause 29. *Omit* the clause, and *insert* the following new clause instead thereof:—
 “In estimating the purchase money or compensation to be paid by the said Company regard shall be had by the arbitrators not only to the value of the land to be taken by the said Company but also to the damage if any to be sustained by the owner of the lands by reason of the severing of the lands taken from the other lands of such owner or otherwise injuriously affecting such other lands by the exercise of the powers of this Act.”
 „ 10. *After* clause 30 *insert* the following new clauses, to stand as clauses 31, 32, 33, and 34.
 “31. Nothing in this Act contained shall be deemed to authorize the Company to take or enter upon any lands belonging to the Commissioner for Railways or to alter or interfere with the Great Northern Railway or any of the works thereof further or otherwise than is necessary for making the junction and inter-communication between the railways without the previous consent in writing in every instance of the Commissioner for Railways.
 “32. The Commissioner shall from time to time erect such signals and conveniences incident to the junction either upon his own lands or on the lands of the Company and may from time to time appoint and remove such watchmen switchmen or other persons as may be necessary for the prevention of danger to or interference with the traffic at or near the junction.
 “33. The working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Commissioner for Railways and all the expenses connected with such junction and of erecting and maintaining all works in connection therewith and of employing watchmen switchmen and other persons and all incidental current expenses shall at the end of every half year be repaid by the Company and in default thereof may be recovered from them in any Court of competent jurisdiction.
 “34. Nothing herein contained shall alter repeal or otherwise affect the ‘Government Railways Act of 1858.’”
 „ 11, Second Schedule, line 32. *Omit* “Port Waratah”; *insert* “Newcastle.”

Lands belonging to Commissioner for Railways not to be taken and Great Northern Railway not to be altered or interfered with

Commissioner may erect signals and appoint watchmen and switchmen.

Working of signals to be under regulation of Commissioner and expense to be paid by Company.

Government Railways Act 1858 not altered or repealed.

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1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

AUSTRALASIA COAL COMPANY'S BILL.

TUESDAY, 29 JUNE, 1875.

Present:—

MR. COHEN, | MR. FARNELL,
MR. PILCHER.

C. PILCHER, ESQ., IN THE CHAIR.

John Dawson, Esq., appeared as Solicitor on behalf of the promoters of the Bill.
G. C. Davis, Esq., instructed by W. W. Billyard, Esq., appeared as Counsel on behalf of the petitioners against the Bill.

John Whitton, Esq., examined:—

60. *Chairman.*] You are Engineer-in-Chief of Railways? I am.
61. Who has charge of the Railway Engineering Department about Newcastle? I have entire charge of it. Mr. Bewick acts under me.
62. Is he competent of himself to approve of suggestions or are they all submitted to you? They are all submitted to me.
63. *Mr. Farnell.*] That is to say, he reports upon all matters connected with his department, and these reports are submitted to you? Yes. I may observe that I know nothing about the junction of the Company's line, nor did he report to me until I saw the notice in the newspaper that the Company had applied to the Assembly for an Act to sanction the construction of the line. But when the Bill came before the Committee I had no report from Mr. Bewick, nor any suggestion with reference to it. In fact he would not feel himself to be in a position to make any report of the kind without first receiving instructions from me.
64. What I understand from you is that if you had received any information in the matter you would have directed him to report to you for confirmation or otherwise? In the first instance I should have expected the Company to have sent me a copy of their Bill; and I may here state that I think some alteration should be made with reference to the manner in which Companies apply to Parliament for Acts of this nature. In the case of railways forty days' notice has to be given to allow of objections to be made.
65. That is in the case of public railways? That is in the case of public railways. In the case of private railways I think three weeks or a month's notice should be given, and that the plans should be deposited in the Assembly.
66. Notice should be given to the department? Yes, and the plans should be deposited in some public place.
67. *Chairman.*] This piece of evidence I understand you to give with reference to future proceedings of a similar kind to this now before the Committee? Yes. There have been many difficulties arising from the want of such a regulation.
68. You are aware that the Standing Orders of the House are inconsistent with the suggestion you have made? No doubt they are.
69. *Mr. Farnell.*] Your suggestion would involve the reconsideration of the Standing Orders? No doubt.
70. *Chairman.*] Have you up to the present time received any report from Mr. Bewick? I wrote to Mr. Bewick a few days ago, as I was informed he knew all about the junction, to ask him where it was, and what objection there could be to the junction in that particular part.
71. Did you receive any answer? I did; that he thought the position very favourable.

J. Whitton,
Esq.

29 June, 1875.

72.

- J. Whitton, Esq.
29 June, 1875.
72. Can you remember beyond that anything as to his report? I think he stated that there could not be a better place found for it.
73. Will you append his report to your evidence? I will. (*Vide Appendix A 1.*)
74. Have you formed any opinion yourself upon the matter after having received that reply? From the plans shown to me I saw no objection to the position as far as the Railway Department was concerned.
75. The plans accompanying Mr. Bewick's report? Previous to seeing Mr. Bewick's report.
76. You could see no objection, and his report simply confirmed the opinion you had formed yourself? Yes.
77. Do you yourself know the line of railway? I know the junction. I do not know the line of railway. The plan of the railway has been shewn to me, but I know little of it.
78. *Mr. Farnell.*] So far as the Government are concerned, you on their behalf see no objection to the junction being made where it is now proposed? None whatever.
79. Have you seen the regulations appended to this Bill? I do not think I have read them. I did see that regulations were appended.
80. They are said to be an exact copy of the regulations prepared by yourself for the Waratah Coal Company's Bill, leaving out names? If they be so they are no doubt correct.
81. Will these regulations equally apply to the present proposed railway? If they be a copy. The signals would be the same, but whether the wording is correct I cannot say without reading them.
82. Supposing these regulations to be a correct copy, they will answer all the purposes for signalling on that line? There may be a difference in the wording between where you start from and where you end at, but as far as working the signals is concerned at each crossing they will apply to this Company equally as well as to the Waratah Company.
83. The signals apply to the crossings alone? The signals apply to the crossings alone. I think I remember one with reference to a train leaving Newcastle which might start also from Port Waratah; that has been copied literally from the regulations. But I do not think this Company intend to go to Port Waratah.
84. That would be surplusage? Yes, so far as the signals are concerned on a private line they should be under the regulations of the private Company and not of the Government; but if the Government were asked to work the traffic I should see that all the signals were correct.
85. *Chairman.*] Assuming that these were substantially the same as the Waratah Company's regulations, would the same set of signals do for the two different Companies with their lines crossing at right angles? Yes.
86. Or at any angle? At any angle.
87. *Mr. Farnell.*] I think you said you had seen a plan of the railway? The tracing there (*referring to the tracing before the Committee*) I believe is the one I have seen.
88. Will you look at it and favour the Committee with your opinion in reference to where the line crosses the 2,000-acre grant of the A. A. Company? If the Committee will pardon me I think I should not be called upon to give an opinion upon that point. I think I should confine myself to the effect it would have upon the Railway Department generally, and not to the effect upon this special or private railway.
89. It is usual in making public railways to sever the properties of private individuals? Yes.
90. And the parties receive compensation? Yes, the property may be very injuriously or very slightly affected, and compensation is always paid to the owners in proportion.
91. You would rather not give an opinion with regard to the laying out of the line? I would rather not; in fact I know so little of it that I could not give an opinion.
92. *Mr. Cohen.*] Have you read the Bill through? Yes.
93. Do you think the provisions of this Bill, as to the construction of bridges and making cross lines, sufficient for the public safety? I did not feel it to be any portion of my duty to ascertain that. I suggest that some additional clauses be added to the Bill, I think, with advantage. (*The witness handed in the same. Vide Appendix A 2.*)
94. *Mr. Davis.*] In expressing your opinion as to the point of junction, I do not understand you to say that that is the only point at which the railway could join the Government railway? Decidedly not.
95. And you do not intend to say that there is no other point which would be equally good? Certainly not.
96. And in fact you would rather not express any opinion as to the advisability of the junction there or elsewhere? I would rather not. I have no objection to the junction at the point shown on this plan—as far as the Government railways are concerned; but other points might be found as little objectionable as the present one.
97. *Mr. Farnell.*] You will observe by this tracing that there is a creek running across through the railway;—would it be wise or judicious to have the junction near that point? Near it you might have one; it would be inconvenient to the Company itself to have one directly on the crossing of the creek but not objectionable to the Railway Department; it might be had at any point from the creek to the proposed junction of the Company's line.
98. Would that junction be on a level with the Great Northern Railway? It would be on a level.
99. *Chairman.*] In point of fact is it a level? I do not know; but that will not affect us in the slightest degree whether level or not. But there must be an embankment and a bridge over the creek. I have seen no section of this proposed line.
100. *Mr. Farnell.*] As far as the Great Northern Railway is concerned you see no objection to the junction being made between the proposed point and Brown's railway? No, I do not.
101. *Mr. Davis.*] At any point? At any point.
102. *Chairman.*] You say it would not affect the Government railway to make a junction at any point within the limits you have mentioned; could a junction be made anywhere so as to suit the railway, excepting on a level? In making a junction with a railway of course the rails must be on a level, but it does not therefore follow that the ground shall be on a level.
103. You were asked a question which you thought you should not be called upon to answer with reference to the portion of the A. A. Company's land which this line will pass through. I understood you to say that you did not sufficiently know the locality outside—as to whether the line could pass outside that land? I said in the first place that I should prefer not giving an opinion as to the merits of the line—that I supposed I had simply to deal with the Bill as far as the Government railways were concerned. I have

no doubt whatever that the junction might be removed here (*referring to the plan*), but I have not sufficient knowledge of the locality to say whether this can be done without affecting the cost of the line.

104. What I understand you to mean is that you have not sufficient knowledge to say whether the line could be taken clear of the A.A. Company's land? No, I have not. I might say from this plan it appears that the A. A. Company's land extends as far as Brown's railway, and therefore unless you joined Brown's railway you could not escape the A.A. Company's land.

105. *Mr. Davis.*] Looking at that plan now placed before you, and assuming that the A.A. Company's land and its boundaries is correctly delineated, and shown upon that plan, could not, so far as the plan shows, the proposed railway join the Great Northern Railway, close to the New Lambton railway, shown there, cutting but a very small portion of the A.A. Company's land? I think it might, but as I have previously stated I have no knowledge of the land beyond the Great Northern Railway. I think it might be done without increasing the cost.

106. *Chairman.*] That answer is given simply with reference to this plan? To this plan—of course I assume this plan to be correct.

107. *Mr. Davis.*] Whether it be on a level or not is a mere question of expense, by either cutting or raising the adjoining land? Yes.

108. And there could be no difficulty on the part of a private Company in making its junction at the corner of the A.A. Company's land, except that it would be some increase in the expense to them in constructing the railway? I can see no objection to it. I cannot say whether it would be attended with an increase of expense or not.

109. *Chairman.*] Your evidence, with reference to the possibility of this line joining at any particular place, is given simply with reference to these two maps before the Committee, and not to any private knowledge? Entirely from these maps.

110. Could you point out the position of the Copper Company's works on either of these maps? No; I did not know they had any works there.

111. Did you know that there was a surveyed township there? I knew it only from this plan; I have no private knowledge of it; I know of course the junction of the other lines, but I have no knowledge of the land beyond what I see on the plans.

112. Are you aware that extensive sidings are required for the junctions already made, and for those to be made? Extensive sidings have been made for the lines in existence, but I assume that any sidings required for the new Company will be made upon their own land.

113. At the junctions? At the junctions, upon their own land.

114. Are you aware whether it will be necessary to cross any of these lines near their junction with the Great Northern? The junction proposed by the A.A. Company of course need not be taken so far as to cross the sidings already laid in, but it does not follow because the junction be removed that it should necessarily interfere with the sidings already in existence. But I may also say that the sidings in connection with the Lambton Colliery and the Waratah and Brown's Company are laid in parallel with the Great Northern line, and to enable the sidings of the Australasia Company to be laid in in the same manner there must be sufficient space left outside the junction of the other line.

115. Would the line from the direction of its coming in towards the Great Northern have so good a curve if it were brought so close to the other lines? It might have the same curve and still be brought nearer to the other lines.

116. Do you think Mr. Bewick, from his knowledge of the actual locality and the position of the works and so on, would be able to give the Committee more reliable information as to the best point to bring it in at,—simply I mean with reference to locality? I hardly think Mr. Bewick can give more information. I see no objection to its being laid in where it is proposed to be; at the same time I give no opinion as to whether a better point could not be found.

117. So far as the private Company is concerned, would Mr. Bewick, from his knowledge of the locality, be more able to give information? I cannot say. I have no objection to Mr. Bewick giving information, and he will be down to-night, but I can conceive of nothing in the locality to interfere with the junction, except so far as the expense of construction is concerned.

118. Under what circumstances would the Government refuse to allow the private line to have points upon the railway? If you tell me the circumstances I can give an answer to the question.

119. If the points are crowded too closely together, if there is not sufficient room for siding accommodation, or if the railway must cross another railway in connection with it, close to its junction with the Great Northern? Of course it would be objectionable to cross another Company's line close to the junction with the Great Northern line, but at the same time the sidings could be laid in upon the Company's land instead of parallel to the Great Northern Railway. Of course all these suggested difficulties would be objectionable in practice, but still I do not see any reason why the junction should not be taken lower down, where none of these objections could exist.

120. Supposing the Copper Company's works intervened in such a way between the Great Northern line and the course of the Australasian Coal Company's line so as to make it impossible, unless you passed through those works, to make the junction at any point between the proposed point of junction and the other railway, would you consider it advisable to take that line through the Copper Company's works,—supposing they are large and expensive works? I should certainly not take it through the Copper Company's works if I could possibly avoid it. I have not the shadow of a doubt that the whole matter resolves itself into a question of compensation, as to whether the compensation required by the Copper Company would be greater than that required by the A.A. Company.

121. Of expense to the private Company themselves? Of course. If I were engineer to the Company I should get the line constructed as cheaply as I possibly could, and pay the least amount for compensation.

J. Whitton,
Esq.
29 June, 1875.

WEDNESDAY, 30 JUNE, 1875.

Present :—

MR. COHEN,
MR. FARNELL,MR. FITZPATRICK,
MR. F. SUTTOR.

C. PILCHER, Esq., IN THE CHAIR.

John Dawson, Esq., appeared as solicitor for the Bill.

Gatewood Coleridge Davis, Esq., Barrister-at-law, appeared as counsel on behalf of the Australian Agricultural Company.

Mr. George Bewick called in and examined :—

- M. G. Bewick.
30 June, 1875.
122. *Mr. Dawson.*] What are you? I am Superintendent of Way and Works on the Great Northern Line.
123. There is a plan on the table;—have you seen one similar to it before? I think I have; I am not quite positive.
124. You know the locality where the proposed line passes? Yes.
125. Do you conceive, consistently with the rights of all persons, that the site of the proposed line is the most desirable one to be adopted? I should really not like to go so far as to answer that question. As far as the main line is concerned, the place where it is proposed to place the junction is the most suitable place I know of. I know nothing about the proposed line beyond the main railway fence.
126. Can you give the Committee any opinion as to the desirableness, generally, of the proposed line? No, I really cannot; I have not seen any plan further than the one now lying before the Committee.
127. Are you acquainted with the locality? But very slightly.
128. So far as the proposed junction is concerned you say you see no objection? Not the slightest. In fact I think it would be difficult to find a more suitable place.
129. May I ask if, according to your opinion, it would be equally desirable for the proposed line to come down amongst the other lines? I can see no particular objection to its being connected, at the point of junction, with the other lines; that is, so far as the main line is concerned.
130. Generally speaking? Generally speaking, I think the site proposed is the most preferable.
131. *Mr. Davis.*] There is no objection whatever in the world, is there? No serious objection.
132. To the proposed Company's line joining close abreast of Brown's railway? No serious objection.
133. There is no difficulty in the way? There is no serious objection. The principal objection is that the Company would have to provide a system of sidings, which would be all the better where there is a straight line than where there is a sharp curve.
134. The plan shows that the proposed line crosses a creek; and there is also another creek which they would have to pass if they joined on to the Northern line closer to Brown's railway? Yes.
135. Is it not a fact that it would be more expensive to bridge the creek across, which they propose to construct the line, according to the plan, than it would be to bridge the other creek? I do not know anything of the locality; I have not seen the creek.
136. Will you tell me for what distance from the Great Northern line you know anything of the lay of the country, across which it is proposed to take the line? No further than can be seen from the main line itself. But it seems to be a level country.
137. And the point at which it joins the Great Northern line, and that at which Brown's railway joins, are both on an embankment two or three feet high? Two or three feet; that is a mere nothing. Practically it is a level country.
138. Practically it is a dead level country between the proposed point of junction and the place at which Brown's railway joins? Yes.
139. So that there are no engineering difficulties in the way? None whatever.
140. Would there be any difficulty so far as curves are concerned, in putting the junction close to where Brown's railway joins? No serious difficulty. The curve is the only objection I see.
141. Brown's railway joins close to where the Waratah Company's line joins? Yes, the one junction connects with three Companies.
142. Between Brown's railway and the Waratah Company's railway there is nothing but a fence? No, nothing but a fence.
143. Do you happen to know, as a matter of fact, that when Brown's railway was proposed, it was suggested to Mr. Whitton, or the Railway Department, that the junction should be close to the Waratah Company's line? I think it is very possible; I do not remember. The suggestion might have been made in order that one junction might suit for the three lines.
144. If the junction is put at the point where it is proposed to put it, instead of near to Brown's railway, would it not be necessary there should be an extra pointsman kept? Unquestionably.
145. Whereas if the junction is close to Brown's railway, one pointsman and signalman would serve? I am not sure about that. With increased business I am not sure that it would not be necessary to have two men.
146. Do you know of any township near there? No, there is not a home there, nor even a hut.
147. Then, if the line were to pass close to Brown's railway, there is no township through which it would have to be taken, except so far as there may be a township laid out on paper? No; there is nothing in the shape of a township so far as I am aware of.
148. Do you know the Copper Company's works? Yes.
149. On which side of Brown's railway are they? On the right, going from Newcastle.
150. They are on the left as you would go from the proposed Coal Company's works to the junction? Yes.
151. So that if the proposed Company's line were to run almost parallel with Brown's line, it would not have to go through the Copper Company's works? Certainly not.
152. They are altogether on the other side of Brown's line? Yes.

153. Now, so far as you can see the land from the Great Northern Railway, or know anything of the country, are there any engineering difficulties, in the shape of cuttings or embankments, which they would have to encounter if they run closer to Brown's railway? None whatever. I have pointed out the most serious difficulty—the curves. Mr. G. Bewick.
30 June, 1875.
154. How do they manage for sidings on Brown's railway? They have none. They do not require any. But if I understand the matter properly, the Australasia Company propose to run their own trains. Hence a system of sidings would be necessary for the interchange of trucks.
155. What width of siding is necessary? 11 feet.
156. And what length? Probably 15 chains. They would want about three sidings; that would be 33 feet in width, and say 15 chains in length.
157. Has the Waratah Company got them? Yes.
158. Do they find any difficulty with their sidings at the junction? No; they do not do much business at the sidings; they ship most of their own coal. It is not a serious difficulty; but it is better to have sidings on a straight line than on a sharp curve.
159. Do you mean to say there would be any necessity for a sharp curve if the junction was closer to Brown's railway than where it is proposed to put it? Yes, I think there would be. I should not like to commit myself, but I think the curves would be very sharp.
160. Will you kindly look at this tracing. You observe the dotted line which runs at the right hand side of Brown's railway? Yes.
161. Do you observe that the curve, as there given, exactly corresponds with the curve on Brown's railway? Yes, it shows it there. But that plan appears to be very roughly got up; and not very reliable, I should think.
162. Will you tell me in what respect it is unreliable? As to scale. I can nearly point it out; it appears unreliable to the eye.
163. Will you tell me whether there is any difference there between the curve of the proposed line, shown on the plan, and that of Brown's railway? No; the two agree.
164. Do I understand you to say that you know so well how Brown's railway approaches the Great Northern line as to be able to tell me that the curve in the plan I have just shown you is incorrectly shown? Such is my opinion.
165. Will you give me any reason for your thinking so? Not further than it appears to the eye to be incorrect.
166. Have you ever taken the bearings of Brown's line so as to be able to express an opinion of that kind? No; but there is a very sharp curve shown just where the sidings would have to be put in.
167. Will you tell me why the sidings should not be a little way from the junction? They might be.
168. There is no necessity for having sidings on the curve? No.
169. They might be taken to where there was comparatively a straight line? Yes.
170. Supposing there was a comparatively sharp curve, the sidings would create no difficulty? There is no difficulty in getting sidings.
171. Would you assent to the opinion expressed by Mr. Whitton, that at any point between where the proposed junction is to be formed and Brown's railway, the proposed railway might just as well join? Just as well.
172. You assent to Mr. Whitton's opinion? Yes, so far as the main line is concerned there is no serious difficulty.
173. Is there no difficulty? The curves.
174. Which are exactly the same as on Brown's line? There is no objection to the curve. I think it might be got in easily to admit of trains going round. It is easier to put sidings in an easy curve than in a sharp curve.
175. You know of no township nor any works that would interfere with the proposed line if it were taken close to Brown's line? None whatever.
176. *Mr. Dawson.*] May I ask if the Australasia Coal Company will have to go on Brown's line, if their line is constructed in the position suggested by Mr. Davis? Not necessarily.
177. Do you adhere to the opinion you have already expressed to the Committee, that you conceive that under all the circumstances the proposed line most desirable? I do.
178. *Mr. Davis.*] The proposed line? The proposed junction.
179. *Mr. Dawson.*] You know Mr. Moody, I believe? Yes.
180. From your knowledge of him and of his professional abilities, do you consider he is competent to lay out a line? I have no hesitation in answering that question in the affirmative.
181. And to judge thoroughly as to the best position which a line should take? I have every reason to believe he is thoroughly competent.
182. *Chairman.*] You are the engineer in charge of the Northern Railway? My position is that of superintendent; but it is equivalent to that of engineer in charge. I am the principal officer on the Northern line under the Engineer-in-Chief.
183. And you know the particular portion of the line referred to? Of course I know well where the main line goes to.
184. Have you examined that particular portion of the line with the view of giving evidence here to-day? Yes. I was asked to look at it before the site was fixed upon. I was asked by Mr. Moody to look at the place, and to give my opinion as to its being a suitable place for the junction.
185. Having examined it with that view, do you still say that in your opinion the point chosen by Mr. Moody is the best at which to make the junction? I do not say the best; but I do not think a better place could be chosen. I agree with Mr. Whitton that the junction may be fixed anywhere between the two points named.
186. Do you mean that with reference to the Government railway or the branch railway? Well, both to some extent.
187. Which point do you think to be preferable? That fixed upon by Mr. Moody. At the same time I say there is no serious objection to fixing it at any point nearer Brown's line.
188. The objection arises from the difficulty of putting sidings in a sharp curve? That is the only reason I can give for my preferring one point to the other.
189. Is there a surveyed township about there? Not that I am aware of.

- Mr. G. Bewick. 190. Do you personally know the position of the lines. Do you know it as well as Mr. Moody; and whether any obstacles happen to be there? I do not think there are any obstacles within reach of the Government line. I do not think there are any obstacles to having the line anywhere in that locality. So far as I could judge by seeing the land from a distance, it appears to be all waste land.
191. Is it part of those tea-tree flats? Yes.
192. *Mr. Suttor.*] You say you know of no engineering difficulty in the way to prevent a junction of the proposed line with the Great Northern line at a point nearer to Brown's line than that proposed by the Australasia Coal Company? I see no great difficulty.
193. Do you know of any difficulty that would make it more expensive if the site dotted out on the small plan was adopted instead of that proposed by the Company? No, I do not.
194. I see the New Lambton's Company's railway seems to have a sharp curve where it joins the Great Northern Railway—the dotted line I have just referred to seems to be about the same curve;—is it so? Yes.
195. Do you think that that curve might be easily worked? Quite easily.
196. There would be no difficulty about the sidings? There would be but little difficulty.
197. Do you think it absolutely necessary that the sidings should be at the junction? Near to the junction decidedly.
198. You think they have sufficient straight line to make the sidings? It is desirable to have the sidings as close to the junction as possible, because then, when an engine came along and saw a coal train on the siding, it could pick it up.
199. But you know of nothing which would make it more expensive for the Australasia Company to construct their line according to the dotted plan than it would be for them to construct it as they propose? I should think it would be cheaper.
200. Would it make the line longer in any way? No, rather shorter I should fancy.
201. Look at the plan and give your opinion? I do not think there would be more than a chain difference.
202. If anything you think it would be shorter? If anything it would be shorter.
203. *Chairman.*] Looking at the dotted line, where it leaves the proposed line, would that curve be objectionable? No, it is open country; there would be no difficulty there whatever.
204. *Mr. Suttor.*] You say you do not think the small plan is drawn according to scale? I do not think it is.
205. Will you look at the plan put in by the Australasia Coal Company, and say in what respect it differs from that put in by Mr. Davis? The plans do not differ materially.
206. *Chairman.*] Would not the effect of turning the line in the way suggested by the Australian Agricultural Company be to take it off their land and throw it across a piece of that marked on the plan as Messrs. Morehead and Young's land? Yes, that would be the effect of it.
207. *Mr. Davis.*] Is that Messrs. Morehead and Young's land? I cannot say; I simply see it marked on the plan.
208. Have they any land there at all? I do not know.

Thomas Pearson Moody, Esq., recalled and examined :—

- T. P. Moody, Esq. 209. *Mr. Davis.*] What are you? I am a mining engineer.
- 30 June, 1875. 210. Underground mining, do you mean? Both underground and surface.
211. How long have you been engaged in that service? About eighteen years; ever since I was a boy.
212. What experience have you had in railway engineering? I think I have had a good deal. I have had experience in connection with colliery railways over the last eighteen years.
213. Have you ever laid down lines? Yes; I have laid down three short branch railways in this Colony—two for the Waratah Coal Company, and this one for the Australasia Coal Company.
214. Which are the lines you laid down for the Waratah Company? The railway for which the Company has just obtained a Bill, and another one not shown on the plan before the Committee.
215. You laid out the Australasia Company's proposed line? Yes.
216. You surveyed the whole of the land over which it runs, I suppose? Yes.
217. Now, would you tell me whether there is any difficulty whatever in the proposed line being laid, so as to run parallel with Brown's railway, and to join the Great Northern Railway, close to where Brown's railway joins it? On which side of Brown's railway do you mean?
218. On the side on which the Australasia Coal Company's line is? I think there would be very great difficulty.
219. Will you explain what the difficulty would be? Simply this: a very sharp curve would be necessary; it would be too sharp for sidings.
220. What would be the radius of the curve? About 10 or 12 chains radius.
221. What is the radius of the curve on Brown's line? It was intended to be about 15 chains. It is not a regular curve.
222. What is the radius of it? I fancy it is 15 chains.
223. Do you think it is correctly shown on the plan I produce? I do not think it is; it is a curve of two radii. The plan shows only one radius.
224. What are the two radii? I cannot say.
225. Are there two radii on the plan shown by the Australasia Coal Company? I mean that instead of there being one radius there are two. The curve was never properly laid out. It is a simple curve with two radii.
226. What is the height of the Great Northern Railway bank at the point at which Brown's railway joins? It is almost a level.
227. Is there any difficulty so far as that is concerned? No, not so far as that is concerned.
228. Do you know the creek across which the line would have to pass, according to the now proposed plan? Yes.
229. Is not that a wider creek and one that would necessitate a larger and more expensive bridge than the creek across which our Company say it ought to pass? Yes.
230. And that would increase the expense of the railway? It would.

231. Would you tell me what township there is in existence there which would prevent in any way the line being laid close alongside Brown's railway;—there is some land marked on the plan as a township? There is a very good house on that land.
232. You observe that, according to the plan I produce, the line goes nowhere near that? No.
233. It would be quite possible to go through the township without going near that house? Oh, yes.
234. What does the rest of the township consist of? Two blocks have been surveyed and sold as a township, pegged out in allotments and sold to Gardiner and Alcock.
235. There are no buildings there? No.
236. No improvements whatever? No.
237. Nothing but pegs at the corners for the purpose of showing the allotments? That is all.
238. So that, with the exception of the pegs, the place is exactly what it was before the township was laid out? Yes; with this difference, that the whole of the land has been sold.
239. *Mr. Cohen*] It is a private township? Yes.
240. *Mr. Davis*] On the plan before the Committee I see 39 acres marked as Messrs. Morehead and Young's—is it Morehead and Young's land? It is supposed to be.
241. Do you not know, as a matter of fact, that it is under lease to the Australian Agricultural Company? No, I do not know it as a matter of fact; I have never heard it until just now.
242. Have you ever seen the land used for any purpose? No.
243. What is it like? It is scrubby flat land.
244. What is it good for? Good for nothing.
245. So that it would not be very expensive to take a railway across that piece of land? The very fact of taking a railway across it would make the land valuable.
246. Will you point out to me any portion of the land there through which the line would run—as we say it might run—which would render any greater expense necessary than would be incurred by running the line according to your plan? I do not see that there would be any greater expense either way.
247. You would not have to go through the Copper Company's works? Not in that case.
248. You heard what Mr. Bewick said about the curve, if the junction was made where we say it ought to be made? Yes.
249. Do you think he is capable of expressing an opinion upon that point? I think he said that that was the only difficulty; he saw that it would require too sharp a curve.
250. Not that the curve would be any difficulty, but that the sidings of the curve would be a little difficult? It is all one and the same thing; because you could not have sidings there unless they were on a curve.
251. Do you not recollect that he said that you might have your sidings a little way from the railway, and still not have it on the curve? I do not think so.
252. Then you think Mr. Bewick was wrong there? I think he was.
253. We have been told by Mr. Whitton that so far as the line is concerned, it would be equally convenient to have a junction between the point we propose and that which you propose;—do you agree with Mr. Whitton as to that? No, I do not. Mr. Whitton judges from what he sees on paper; I judge from what I see of the ground.
254. You know what Mr. Bewick said on that point—he is constantly on the ground? Before I laid out the junction proposed, I laid one out nearer the railway tank and works, and Mr. Bewick objected on the ground that it would be too near to their works.
255. Do you mean to say that Mr. Bewick would in any way at all have objected to your bringing the junction closer to Brown's line? I am not speaking of Brown's line just now; you say that Mr. Whitton expressed an opinion that there would be no difficulty in putting a junction anywhere between the proposed point of junction and Brown's line. I say it is not possible to do so.
256. Do you mean to say that a radius of 12 chains would be necessary for the purposes of approach, if the junction was close to Brown's line? Yes; if not a sharper curve than that.
257. What—sharper than Brown's line? It would have to be sharper so as to get away from it.
258. Suppose you keep alongside Brown's line for some little distance from the junction? Even supposing the curve was of the same radius as Brown's it is not a suitable place for sidings. That curve would not answer our purpose at all—not even Brown's curve.
259. Could you not have sidings at a reasonable distance from the junction? What—lower down the line than Brown's points?
260. Yes? I do not think so.
261. Why? On account of the railway works being close to.
262. What works are there? There is an engine-house not far off.
263. On which side the line? On the same side as Brown's line.
264. Is it anywhere near Brown's line? It is about 2½ chains away.
265. What is there to prevent your having a siding, 4 or 5 chains from the railway? We could not put it there; we should be going between the tank and the engine-house below.
266. I ask you what difficulty there would be in your having sidings 4 or 5 chains away from the Great Northern Railway, where you would get a straighter piece of your own line if laid down, as we say it might be laid down, parallel to Brown's line? It might be done, but it would not be so convenient as having sidings right into the Great Northern Railway.
267. What would be the inconvenience? There would be extra shunting, for one thing.
268. Why extra shunting? On account of the sidings being away from the main line.
269. Only extra shunting as far as distance is concerned? That is a good deal.
270. Do you mean to say that 4 or 5 chains is a great deal of shunting? Yes.
271. That is your only reason? No; my principal reason is that the curve would be too sharp.
272. How far do you say it would be necessary, with a curve similar to Brown's railway curve, for you to put sidings, if the line is laid as we say it ought to be laid? I do not understand that.
273. *Mr. Suttor*] How far would your sidings have to be from the Great Northern Railway? I am determined to answer nothing but what I clearly understand.
274. *Mr. Davis*] Suppose the curve is what we say it should be, if running parallel with Brown's line, how far would it be necessary to have the curve from the sidings of the Great Northern Railway? It would be necessary to have the curve close to the sidings of the Great Northern Railway.
275. You say it is impossible to have such a curve? Not such a curve as that.

T. P. Moody,
Esq.
30 June, 1875.

- T. P. Moody, Esq.
30 June, 1875.
276. How far would you have to take the sidings from the Great Northern Railway? Perhaps 8 or 10 chains, so as to avoid a sharp curve before we could start it. The sidings should commence where the curve commences.
277. Now, what extra expense would it be to have sidings at the extra distance you say it would have to be, if there was such a curve as we propose? I do not know.
278. Suppose the line were run, as we say it might and ought to be run, parallel with Brown's railway, would that be a shorter line, or a longer line than that proposed by you? I dare say it would be shorter; perhaps 20 or 30 yards shorter.
279. And so far as engineering difficulties, as the country, are concerned, there would be no extra expense? No—no extra expense.
280. Can you tell me any single item in which there would be any extra expense, if the line were run as we say it might be run? No, I do not think there would be any; but we do not consider expense at all.
281. What do you say is the radius of Brown's curve? I do not know of my own knowledge. It is supposed to be 15 chains, but I do not think it is more than 12.
282. That is exactly what we propose, is it not? I do not know what you propose.
283. Do you know the Australian Agricultural Company's junction with the Great Northern Railway? Yes.
284. What is the curve there? I do not know.
285. Do you believe it is more than 14 chains? It may be 14 chains.
286. Do you not know they have sidings on that curve? Yes.
287. Is there any difficulty there? They do very little work on their line. Nearly all their work is done on the Great Northern line.
288. But as a professional man, I want you to say whether the mere fact of having a curve creates a difficulty with regard to sidings? It creates this difficulty—it is objectionable.
289. As a matter of opinion? Yes.
290. How about practice? As a matter of practice also.
291. *Mr. Cohen.*] You said in reply to Mr. Davis that you disagreed with Mr. Whitton in his opinion about having a junction between the point you propose and Brown's junction;—does that disagreement with Mr. Whitton's opinion arise from the same cause as your disagreement with Mr. Bewick's opinion—that is, as to your being unable to bring your junction lower down on account of some railway works? Yes.
292. Not on account of any engineering difficulty, but simply on account of the works? Yes, it is impossible to pass them.
293. *Mr. Suttor.*] If I understood Mr. Bewick right he only gave his opinion from his point of view, as being superintendent of the way and works on the Government Railway. I put the question to him whether he could see any objection to the proposed line, and he said he could see no objection whatever, after saying there were no engineering difficulties? I think he said that so far as the railway authorities were concerned the proposed line would be preferable; his only objection was on account of the sharp curve.
294. He did not object on the ground of there being any engine-house or tank? No, my objection to that line is that the curve would be too sharp.
295. *Chairman.*] Do you know of any line anywhere near Newcastle that has such a curve as that with sidings upon it—that does any large amount of work with the sidings? No, I do not know of any such line.
296. Do you know all the sidings about Newcastle? Yes, very well.
297. Can you fix your mind on any curve with such sidings? The Australian Agricultural Company has one.
298. *Mr. Suttor.*] I think you said it was necessary that sidings should be at the junction? That they should start at the junction.
299. Why is that necessary? For the convenience of shunting empty waggons.
300. You heard Mr. Bewick say that the sidings ought to be close to the junction so that the loaded waggons might be picked up by a passing engine? I did not hear him say that.
301. *Mr. Cohen.*] With regard now to the convenience of shunting, you say that if the line is taken as proposed by the Australian Agricultural Company, and the sidings were 8 chains from the junction, it would be more inconvenient for you to shunt than if the shunting took place by the junction with the Great Northern line;—now what difference in time would it take to shunt waggons when the sidings were at the junction, and to shunt them when they were 8 chains below the junction? I do not see what could be gained by having the sidings so far away from the junction.
302. What I want to get at is this: You say it would be inconvenient to have the sidings so far away from the junction; we should like you to give some practical illustration as to the extent of the inconvenience? I do not think the inconvenience would be very great. I do not see, however, that there is room to have such an arrangement. My opinion is there is no room.
303. You are of opinion that if the Australian Agricultural Company's plan is adopted you could not have sidings nearer than 8 chains from the junction with the Great Northern Railway; that is the evidence you gave in answer to Mr. Davis? What I say is that, if the plan proposed by the Australian Agricultural Company is adopted, there will be no room to have siding arrangements.
304. Do you still adhere to the opinion that if the curve as proposed by the Australian Agricultural Company is adopted you could not put in your sidings nearer than 8 chains from the junction with the Great Northern Railway? I do not think they could be put at 8 chains.
305. *Chairman.*] The line would have to pass through that piece of land marked on the plan as Winship's? Yes.
306. *Mr. Davis.*] Do the Company not contemplate using their own engines? Yes.
307. Would not that render more siding accommodation necessary? Than if the Government engines were used?
308. Yes? Yes, of course it would.
309. *Mr. Suttor.*] If the Australasia Coal Company used their own engines there would be no necessity for having sidings close to the junction, so that the trucks could be picked up by passing engines on the Northern line? What I argue is this, that there is no room to have a curve suitable on which to form a junction—that is if the plan proposed by the Australian Agricultural Company is adopted. I maintain that no junction should be made on a curve of less radius than 18 chains.

310. But you say that there are curves of a radius of only 14 chains? Yes.
311. *Mr. Farnell.*] I understand that your objection to the proposed curve is that it is too sharp for sidings? Yes, I object to any curve of a sharper radius than 18 chains being used for sidings. I do not think a less curve is safe. That was the reason I selected the point as shown on the plan.
312. *Mr. Cohen.*] Suppose the line suggested by the Australian Agricultural Company was adopted, and it was brought to the south-west of the land marked on the plan as Winship's land, could you have sidings—could you have sidings on the south-west of Winship's land? I do not think we could.
313. *Chairman.*] What are sidings used for? For the reception of full or empty trucks.
314. *Mr. Suttor.*] Is it absolutely necessary that the Company should have sidings near the junction? Certainly—the Company will bring down the loaded waggons and leave them near the Great Northern Railway; thence the Government engines will take them away.
315. *Chairman.*] Private engines are not allowed to go on to the Government railway? No; they are not allowed to touch the Government points. When the empty waggons come back from Newcastle they will be shunted on to the siding, from which the Company's engine will take them away.
316. *Mr. Suttor.*] Beyond the curve what objection is there to the adoption of the line as proposed by the Australian Agricultural Company? I don't think the course of the line is accurately shown on the plan produced on behalf of the Australian Agricultural Company. It seems to have been drawn merely to show the position of the two lines. I say I think there is no room for sidings. I object to any sidings on a curve of a less radius than 18 chains.
317. Is the whole of the curve from the junction of Winship's land of a less radius than 18 chains? I conceive it is. It is a very sharp curve. I admit that our proposed line is the most expensive of the two; but it is a safer line. We don't consider expense, so much as safety.
318. *Mr. Farnell.*] Would it be any inconvenience to the Government engines that haul the Company's coal, if the shunting was done 8 or 10 chains away from the termination of the curve? I cannot answer that question very well; I do not know how the Government people would answer it.
319. Do the Government engines go on to a private line? Not where there are private locomotives running.
320. Do they shunt coal trucks belonging to a private Company from the Great Northern line on to the private Company's line? Yes; they merely shunt them on.
321. Then, in cases where the private Company does not possess engines, the Government engines go on to the private line? Yes.
322. *Mr. Suttor.*] I suppose in cases where the Government engines run on a private line and the proprietors of that line use their own engines, they have to pay for it? They are paid the same rate as if they were running on private lines; the Waratah Company has to pay the same rate as the Lambton Company. The reason is that the Government is prepared to go up the line if the Company will take their own engines off it.
323. Then there is no saving to a Company in employing its own engines? That depends upon the distance. I do not think the Government would be willing to shunt waggons 8 or 10 chains up a private line.
324. *Mr. Farnell.*] Would there be any objection to your having the junction on the Northern line, between the two points mentioned by Mr. Whitton, except your objection that the curve would be too sharp? Yes, there would be an objection on account of its going too near the tank. There is a large tank there for watering the engines. I ran a 12-chain curve all through, and they would not have it.
325. I think I asked Mr. Whitton whether the junction could be placed on the western side of Throsby's Creek, and if so, whether there would be any objection to it, and his reply was that there would be no objection whatever? There is the objection I have mentioned; Mr. Whitton must have forgotten all about the tank.
326. There is no room there for such a curve as you think would be safe for a junction? There is no room to get a curve of an easier radius than 12 chains.
327. That is your objection against placing the curve where it is proposed? I object, as I said before, to having sidings on a curve of a less radius than 18 chains.
328. *Chairman.*] You say you laid out a trial curve of 12 chains radius;—was that an experiment? Yes; I made the experiment to see if it would clear the tank.
329. You could not get beyond that? I could not go beyond that. Even that curve came too near.

George Bewick, Esq., recalled and examined:—

330. *Chairman.*] Do you know of any instance where the private line is worked by private engines, where the sidings are at a distance from the Government line? The sidings are invariably close to the junction.
331. *Mr. Fitzpatrick.*] What is the radius of the curve on Brown's line? Either 12 or 15 chains; I am not positive which. I think it is 15.
332. Is there any difficulty in working that? None at all.
333. *Mr. Farnell.*] Are there any sidings at Brown's curve? No; they do not require them.
334. *Mr. Cohen.*] Is there any objection in practice to the Government engines going on to a private line, on which private engines are used? The Government engines are never taken on that part of a private line on which the private engine works. There must be some point beyond which the two engines are not to go.
335. Suppose sidings were made 8 chains beyond the junction of the line with the Great Northern line, then Government engines would not go down to those sidings, unless the private engines stopped there? If it was so arranged that the private engine was not to go beyond that point the Government engines might come down;—that is, providing the lines were strong enough to bear the engine. The Government engines bring the coal from any pit or point, providing the private line is made fit for the engines to go upon. But it would be inconvenient to have sidings away from the main line.
336. *Mr. Suttor.*] What is the sharpest curve on which you think it is safe to have sidings? About 15 or 16 chains.
337. You think sidings could be safely placed on a radius of 15 chains? About 15 chains.
338. I think you have said that the radius of Brown's curve is 15 chains? Yes; it would be much easier to get sidings out of a straight line; but it is not impracticable to get them out of a curve of 15 chains.

T. P. Moody,
Esq.

30 June, 1875.

G. Bewick,
Esq.

30 June, 1875.

- G. Bewick, Esq.
30 June, 1875.
339. Then you think it possible to get sidings out of the curve proposed by the Australian Agricultural Company, as shown by the plan with the dotted lines marked? It would be possible.
340. *Mr. Dawson.*] It would be better to have the curve on an 18-chain radius? Yes; I should not like to try to get sidings out of a curve of 15 chains radius.
341. *Chairman.*] 15 is possible, but inconvenient? It would be inconvenient.
342. Beyond 15 the inconvenience decreases? Yes, as you widen the curve.
343. 15 chains is about the limit? About the limit to which I would go.

THURSDAY, 1 JULY, 1875.

Present:—

MR. COHEN, | MR. FARNELL,
MR. F. B. SUTTON.

C. PILCHER, ESQ., IN THE CHAIR.

John Dawson, Esq., appeared as solicitor for the promoters of the Bill.

G. C. Davis, Esq., appeared as counsel for the petitioners against the Bill.

Edward C. Merewether, Esq., examined:—

E. C. Merewether, Esq.
1 July, 1875.

344. *Mr. Davis.*] You at present represent the A.A. Company in this Colony? I do.
345. And as their representative you have thought it your duty to call the attention of the Assembly to the provisions of this Bill, and to oppose it to the extent to which you do oppose it? Yes.
346. The line is shown to pass through a portion of your Company's land? I have seen the plan only for a few moments in the office of the Assembly. (*The plan was handed to witness.*) It passes through a portion of the A.A. Company's land.
347. Except so far as relates to the line so passing through the Company's land, is there any interest or desire whatever on the part of the Company, or of yourself individually, to oppose this Bill? Not the smallest.
348. I believe an impression has been entertained to the effect that you, either on your own behalf, or on behalf of the Company, are opposed to it from self interest;—is there any foundation for that impression? Not the slightest foundation; in fact, if I have any interest it is of the very opposite kind. Nearly all Newcastle belongs to the Company, and they have a large interest in Newcastle prospering and going ahead, as it does by every additional ton of coal which can be raised and shipped from the port. I am also myself the owner of a very large estate, part in Newcastle and part outside, and I therefore, in common with the Company, have an interest in seeing every speculation of this kind prosper and furthered.
349. If the line passes through the A.A. Company's land, as shown upon that plan, will it be any difficulty or injury to the Company? I consider so, and on that ground I oppose the Bill.
350. Will you point out in what way it so injures the Company or their land? It severs about 33 acres of their land, which will be very nearly railway-locked, and where it is not shut in by railways it will be by our own western boundary, which we may be called upon to fence at any time. It is a *cul de sac* without any way of getting into it, and when in you could not get out.
351. I presume, if the Australian Coal Company not only took the piece of land necessary for the line but took the whole 33 acres at a fair compensation, your Company would have no objection? I should have no objection to sell it, but the price I might put upon it would be infinitely more oppressive than to require from them the divergence of the line.
352. The land, as a matter of fact, is valuable to your Company? It is.
353. Will you explain how and why? There is a level crossing over the Great Northern, just at the point where this plan shows this Company propose to run in. That was granted to the Company for their convenience to connect their land on both sides of the railway. On the north side of the railway I have allotments laid out, which I am selling to first comers at £200 an acre. I value this land at more than that. If they run on there the connection between the two is severed, and the value of that 33 acres is gone, as almost nobody would buy land in a corner like that, to have to cross a railway whichever way they went to it.
354. So that if a provision were inserted in the Bill which made it compulsory on the Company, in the event of their running the line as they now propose, that they should take that piece you described as a *cul de sac* you would not object to sell that? I would not object. I might sustain damage at that junction, but I would not raise that as a difficulty. I have no wish unnecessarily to embarrass the Company in any way. I have allowed other Companies to run on the land by private arrangement, and have settled without difficulty in a few minutes what they have had to pay, and these were equally opponents, and more dangerous opponents than the present Company.
355. *Mr. Farnell.*] How do you mean that they were opponents? They were competitors with my Company, as for instance the New Lambton.
356. In business? Yes, in the sale of coal.
357. *Mr. Davis.*] Has any application at all been made to you on behalf of the proposed Company in reference to running their line anywhere at all across the Company's land? No, they have never approached me in any way. It was quite by accident I saw this notice in the paper.
358. We have heard something about the difficulty of having a siding on a curve. I believe that your Company have a junction with the Great Northern Railway on a curve, and on that curve you have a siding? It is so, and you cannot very well connect without a curve. In our case the siding is on a curve.
359. What is the radius of the curve on your line where you have the siding? I am informed by Mr. Wiuship that it is 14 chains.
360. As a matter of working have you any difficulty whatever in using that siding on a 14-chain curve? No, it is a loop line, and the Government engine runs along the siding and into the other line.
361. Have you much traffic or work over that particular place, and much necessity for using the siding?
The

The bulk of our trade passes there and it is at the use of the Great Northern Railway, and, with all deference to the other Company, I think we run as much coal over it as they are likely to do for some time.

E. C.
Merewether,
Esq.

1 July, 1875.

362. *Mr. Farnell.*] How much coal do you run? I could not tell you right off how much, but we pay a large sum of money to the Government for traction. I dare say Mr. Winship could give more information upon that point.

363. *Mr. Davis.*] So far as you yourself know the country there would there be any difficulty in making a junction close to Brown's line? None whatever.

364. *Mr. Dawson.*] I believe you contemplate leaving the Australian Agricultural Company's service? Yes, I do.

365. Shortly? At the end of this year.

366. Is it not intended on your part to enter into mining matters—something like those which the Australian Coal Company contemplate? No.

367. Not in any way? Except as landlord, letting the mines.

368. Not working them yourself? I have work enough.

369. Are you aware whether it is contemplated by Mr. Winship to open a mine in any way shortly? Yes, I have let land to him for that purpose, part of my own property.

370. In which intended mine you say you will have no interest? No interest beyond rent.

371. A royalty. For the purpose of working that mine it will not be necessary to apply for a Bill? No.

372. All that is ready to hand? Yes.

373. Have you any knowledge at all when this Company will be put into the market? I am not aware that there is to be any Company.

374. Are you at all aware when it is contemplated to be worked by him? Yes, I have an idea.

375. Is it shortly? Shortly.

376. If this Bill were carried through Parliament would Mr. Winship be in the field first? Yes, he has simply to sink a pit, and you have to make a railway and all the other appliances. If Mr. Winship is fortunate he will begin in six months—you cannot under eighteen.

377. Are you not aware that some of the rails are actually on the ground now? Yes, I am aware.

378. If the proposed line of railway is conducted in the way contended for by Mr. Merewether, it will consequently render it necessary to go on other persons land than this named in the advertisement? Yes.

379. If that course were taken it would render necessary a new petition, and in any event an advertisement to be published as to the particular course we should follow? Not necessarily.

380. As a consequence it would pass through the property of other persons of whom you have taken no cognizance? Yes.

381. It would pass through a portion of Mr. Winship's ground, would it not? That I could not say. I do not know Mr. Winship's ground. I see it on the map here, that is all.

382. Have you any knowledge whether the persons through whose land the line would pass, according to your suggested course, would oppose? I could not say farther than that Mr. Winship has said he would not.

383. You are not aware of any other person? I am not. From the point where the line enters 210 acres, alleged to be occupied by Morehead and Young, through 39 acres also in the occupation of the A.A. Company, the line runs through Company's land. The only question is in so far as it severs the freehold.

384. *Mr. Davis.*] That which is shown on the plan as Morehead and Young's is actually the Company's land? It is leasehold, under lease from the Crown.

385. *Mr. Dawson.*] Are you aware whether the New Lambton Coal Company oppose this line running parallel with theirs? I am not aware that they could. If they have hitherto abstained I do not see why they should oppose now.

386. Do you know whether the New Lambton Coal Company can oppose this line in the event of ours running parallel with theirs? I think not. I am not aware of any reason how they could, or why they should.

387. Do you happen to know whether there is a clause similar to that in the Hartley Vale Act in the New Lambton Coal Company's Act to prevent the running of a railway parallel with an existing line? The clauses are identical; one is a copy of the other.

388. Are you not aware that one of the provisions of the Bill before the Committee is to give facility to owners of land passing over the railway? Yes, I am aware there is a provision of that kind, but it is utterly inadequate. If I were to ask the Company to give me all the facilities I require I should oppress them much more than by the course I now suggest.

389. Will you kindly tell us why you conceive this is not sufficient? Suppose I were to lay a township off I should want a level crossing at every street.

390. Is it the case in all large cities to have that? We certainly do not get it in Newcastle, but we have three for three streets; I should require it, and under that Act you would be bound to give it.

391. Can you explain why you place so high a value as £200 an acre upon the severed land? Simply because I am getting it there and close to there. Here (*pointing to plan*) I am getting at the rate of £400 and £500 an acre.

392. In what portions? In eighths and quarters of an acre.

393. *Mr. Dawson.*] Would not more or less the same results follow—that is, to deprive persons of valuable portions of land, if the line were to be carried as you suggest? In my opinion not to the extent to which it would damage the Company.

394. You think your land is of more value than that of adjoining proprietors? In the case supposed the line would run alongside another railway, and there would be a very small severance all through.

395. Though the land is equally valuable? It is no doubt possible they might put a higher value upon it. I know nothing of their value.

396. Is it more valuable? I do not know; I would not like to say.

397. Will you tell me how you arrive at the value of your land? By sale, by private contract, or by public auction.

398. This land or a portion of this land was subject to rating by the Hamilton Municipality the other day? It is within the municipality.

399. Either yourself or some one for you appeared at the Revision Court? Yes, the Company's accountant appeared on behalf of the Company to oppose the rate. I cannot tell what it was rated at.

- E. C. Merewether, Esq.
1 July, 1875.
400. Perhaps I can refresh your memory;—was it £75 an acre it was rated at? It might have been.
401. Did he by so representing you and by your authority appeal against the rate because you conceived it to be in excess of its value? I would not like to say what it was rated at. It might have been £75—I would not be sure.
402. Perhaps that will refresh your memory (*handing a newspaper to Witness*)? Yes, it was £75 an acre, but that was for 1,025 acres.
403. By your instructions did not that gentleman appear before the Revision Court and object to a rate of £75 an acre, because it was so much in excess of its value? I did not object in respect to that corner, but when it extended over 1,025 acres it was a different thing.
404. In truth and in fact? He did.
405. Is not this piece proposed to be severed by the line of the Railway Company an outside piece altogether? No.
406. It is the extreme point of the A.A. Company? Here is the land (*pointing it out on the map*.)
407. Is it not in fact the least valuable of the whole block? No, it is not; the tendency is to come here (*pointing to map*.)
408. Would you contend that that is the most valuable? I do not say that it is the most valuable, because the nearer you get to Newcastle the more valuable the land becomes.
409. That is the remotest portion of the land here? No, because there is some much further here (*pointing to map*.)
410. But in that direction? Yes.
411. *Mr. Davis.*] Along the railway line you mean? Yes.
412. *Mr. Farnell.*] In which direction? Going northward.
413. *Chairman.*] Would that be the farthest from Newcastle? Farthest from Newcastle, and the line would be going towards Newcastle.
414. *Mr. Dawson.*] Is it not the fact that the piece of land from its very shape, to say nothing about its position, is the least valuable and the most difficult to cut up of the property? I think not. I have been recently applied to to run a road through it, and the matter is under my consideration now, as the most immediate route from these lots to Newcastle.
415. By whom were you applied to? By some of the purchasers of these lots.
416. Do you know the names of them at this moment? Mr. Hobbs, the chemist, who said he was in connection with Mr. Hubbard, appointed on behalf of other owners of this land to ask me to grant a road through, and if that road were established the land would be of considerable value.
417. Would not the level crossings suit that object precisely? It might suit their object, because they would want to cross at once, but it would spoil my township.
418. I would finally ask you whether, looking to the shape of this piece of land, it would not be less valuable to cut up and sell than an ordinary piece? I do not think so, with all deference to you; I can only express my opinion. Here is a densely occupied locality, with a straight line to Newcastle.
419. Is it not purely a question of compensation, as between the A.A. Company and the promoters of this Bill, as to the severance of this land? Compensation might meet the case if you took the whole, but then you would sever a larger quantity than you could compensate for.
420. If you get a fairly righteous compensation? You cannot compensate me for that without you take the whole of it, and you need not injure me to that extent. You may avoid that by going there.
421. And we might, as a consequence, injure others? Not to the same extent as you would injure the Company, by taking the line as you propose. They may be willing to be injured; I am not.
422. Do you not believe that other persons through whose ground this line would have to pass, supposing your suggestion were adopted, would have a just claim against the Company for severance? I think not, taking your plan; the only allotment is Mr. Winship's;—that is assuming your plan to be correct.
423. May I ask you why you conceive other persons would not have the same claims against the Company for severance, supposing your suggestions were carried out, as the A.A. Company would now have;—why would they not be entitled to claim? No doubt they would be entitled.
424. Why would not their claim be equal to yours? Because it would not injure Mr. Winship to any extent by running alongside the other line.
425. In your opinion then, Mr. Winship could not ask for much compensation, supposing the line were to go through that land? That is another question upon which he must be heard for himself.
426. The line as proposed by you would pass through the blocks of several persons? I do not like to have it put as the line proposed by me. It was merely suggested by me that the line might run there without doing the damage —
427. To you? I do not wish to bind you in any way, but I say you can carry it in that way, and not do so much damage as you do by the present line—certainly not to me.
428. Is not in fact this proposed line by the Company the most direct? That I could not say; it looks so on the map. I sent Mr. Winship and another witness to go over the land, and he will be able to speak to that.
429. Looking at the plan you say yes? Yes, but I have no faith in plans.
430. Will you kindly state why? They look very well, but they do not show you all the difficulties.
431. Will you undertake to say that that plan is erroneous? No. I have had great dealings with plans, and I know they do not indicate the difficulties.
432. Then you cannot of your own knowledge say that this plan is erroneous? No.
433. As far as you know it is perfectly correct? As far as I know. My witnesses will speak to that point.
434. If this Australasian Coal Company were to adopt any other plan can you say that any other Companies would not have engineering reasons for opposing it? I cannot say. Judging from that larger plan which shows the whole of it, I should say they would have none, because the divergence I propose is from the junction with the Hartley, an abandoned railway.
435. Have you any authority to say that? No; I have no authority; I simply go by the plan.
436. Would not more damage accrue, and a greater claim for compensation by severing the 5-acre block of Mr. Winship, than by severing this peculiarly shaped block of yours? I cannot say.
437. You cannot form an opinion—if you cannot well form an opinion as to the damage likely to accrue from

from the line running through this 5-acre block, upon what ground do you claim for the severance of this 30 acres? It would cut me off completely.

438. Would not the 5-acre block be as much cut off as yours? No, because you would run inside a line, and merely cut off a piece already cut off.

439. If the line passed through a block of 5 acres it would reduce it on one side to two? I presume you would give an equivalent for it.

440. *Chairman.*] Assuming that the Australasian Coal Company's line is taken in the way suggested by the plan put in by you—by the dotted line—can you tell the Committee what land it will pass through? I do not know the owners.

441. *Mr. Farnell.*] I understand your only objection to the line is as to the severance of the north-west corner of the block of 33 acres? That is all.

442. Is there a platform on the Great Northern Railway, anywhere near that piece of land? At Hamilton, some distance to the east of the line.

443. How far? I cannot tell you the exact distance; they run on at a level crossing, and the Hamilton platform is at another level crossing.

444. Suppose you were to cut that 33 acres into allotments would you have any difficulty in getting a platform on the Great Northern Railway for the accommodation of the people? We have one at the junction of the proposed line.

445. A platform? No, a level crossing.

446. My question was whether supposing you were to cut that block into allotments, and to sell the land, whether you could not upon application to the Government have a platform for the accommodation of the people there? I really could not say, but I think it is too near the other platform at Waratah.

447. *Mr. Dawson.*] How far is the platform from this junction? I really could not tell you.

448. *Chairman.*] Where does the level crossing lead to? It connects the Company's property.

449. Is there a road there? No, it is a crossing for the convenience of the Company; the public do use it, and I acquiesce in it.

450. Is there any road communicating with these 33 acres from Newcastle? Not at present; not coming directly into Newcastle you would go round a certain distance.

451. Would the direct road be through that level crossing? Into Newcastle—no.

452. The direct way to Newcastle would be on the same side of the railway? Yes.

453. *Mr. Cohen.*] You say you value this *cul de sac* at £200 an acre, and that there are 33 acres of it? Yes.

454. Do you think you could sell these 33 acres at £200 an acre? I am doing it by degrees; I would not sell it for less.

455. Would you not sell any portion? I would not sell any portion for one penny less. I do not say that is the value of it, but of my own free will I would not sell it. I am getting more than that for land adjacent to it.

456. Have you got anything like £200 an acre for anything like 33 acres? Our township must be very little short of that—the township of Hamilton; and I have sold some of that at a very much higher rate.

457. Have you parted with all that township of Hamilton? No.

458. Do you do any large amount of traffic on the sidings connected with the Great Northern Railway? Yes, whenever you pass that way you may see a long line of our coal trucks standing there.

459. *Mr. Suttor.*] There are a number of allotments adjoining Mr. Winship's land? Yes.

460. They seem to be in about 5-acre blocks. Some of them we were told yesterday had been sold lately? Yes.

461. Can you tell us the price? I cannot.

462. They adjoin these 33 acres of yours? Yes.

463. You do not value the whole of these 1,000 acres of yours at £200 an acre? The municipality have put £75 an acre upon it.

464. You do not value the 1,000 acres at £200 an acre as a whole? I do not.

465. *Mr. Dawson.*] But you did object to the £75 an acre—through your accountant? Yes, over the whole.

James Barron Winship, Esquire, examined:—

466. *Mr. Davis.*] What are you? I am colliery manager to the A.A. Company.

467. Have you had any experience as an engineer? Yes; I have laid out railways.

468. Have you gone over the line which is proposed by the Australasian Coal Company as their line? Yes, from about 2 to 3 miles along the Great Northern Railway.

469. Does that plan apparently show by the red line drawn on the western side of the Great Northern Railway where their proposed line will run? Yes, I think so.

470. For a distance of 2 miles on the western side of the Great Northern line can you tell us through what lands it will run, and to whom those lands belong? First of all the A.A. Company's.

471. That is through that piece of 33 acres? Yes.

472. Next? The Commonage—Government land.

473. Next? The Waratah; next to that J. and A. Brown's, the Scottish Australian Company.

474. That is according to the line they propose by the present Bill? Yes.

475. Supposing, instead of running their line in that way, they were to adopt a plan of running the line parallel, for the purposes of junction with the Great Northern line, with J. and A. Brown's railway, what lands would they then run through for the distance of 2 miles to the west of the Great Northern line? First of all the A.A. Company's; then through Mr. Dangar's—I am not sure whether it goes through Downey's land; then Thorne's; then Winship's.

476. That is yourself? Yes—Fenwick's; and then J. and A. Brown's; I think that measures out 2 miles.

477. And the piece of J. and A. Brown's, upon which they would have the line, would be the same as that upon which their now proposed line is shown to run? Yes.

E. C.
Merewether,
Esq.

1 July, 1875.

J. B. Winship,
Esq.

1 July, 1875.

- J.B. Winship, Esq.
1 July, 1875.
478. The piece of the A. A. Company's land across which they should go would be very small indeed compared with the now proposed line across the A.A. Company's land? Yes.
479. And there would be no difficulty as to compensation in regard to that? I do not think so.
480. What is the extent of Mr. Dangar's land through which the line would run? They go right on, keeping parallel with the New Lambton; they would not sever his land at all, but simply occupy the width of the railway.
481. Do you think there would be any difficulty, so far as you know, in regard to compensation for running through that portion of Mr. Dangar's land? I do not think so.
482. What extent of land has he there? I think about 30 or 40 acres.
483. Is that used for any particular purpose, as far as you know, or is it intended for any particular purpose? Not that I know of.
484. What extent of land has Mr. Downey there? I could not say; a few acres; probably not more than five or six.
485. Do you know Mr. Downey? I do.
486. Do you know whether Mr. Downey would offer any opposition or make any difficulty as far as compensation was concerned? I do not think so.
487. Has he spoken to you in any way about it? No.
488. Would there be any such severance of his land as to entitle him to compensation on the ground of severance? I do not think so—I do not think there is any severance. (*The witness referred to the plan.*)
489. On reconsideration and looking at the plan, are you prepared to say whether the proposed line would run through Downey's land? No, I do not think so.
490. So far as Thorne is concerned, what land has he there? About 5 acres.
491. Do you know Mr. Thorne? I do.
492. Do you know whether Thorne would make any difficulty with regard to the line being carried through his land? He said he would not offer any opposition if he got fair compensation.
493. Will there be any degree of severance of his land so as to entitle him to compensation on the ground of severance? Not if the line is carried parallel to the New Lambton.
494. That is Messrs. J. and A. Brown's railway? Yes.
495. With regard to your own land, would you make any difficulty as to compensation, if the Company were to run their line through your land? I would rather they did not, but I would make no difficulty.
496. Would there be any severance of your land? No.
497. In the case of Messrs. Dangar, Thorne, and yourself, would much less land be necessarily taken up for the purposes of the line, if the line were parallel with J. and A. Brown's? Not if they keep it 1 chain wide, according to the Bill.
498. Would you as a matter of fact require any further notice with reference to the Bill and the taking up of your land if the line were to run parallel with J. and A. Brown's railway, instead of as is now proposed? No.
499. Could you say whether or not Thorne would make any such difficulty? I sent for Thorne and asked him whether he would offer any objection, and he said he would not in the least if he got fair compensation; and all the compensation he would want would be simply for the land the line occupied, whether the land were severed or not.
500. With regard to Fenwick;—what land has he? I think he has very little over an acre. I do not think it amounts to an acre and a quarter.
501. Then there would be no great difficulty with him? The only thing there is, that he has a house on it—a weather-boarded cottage.
502. Would the line go over his house? It would take away his house if it kept parallel with the New Lambton railway.
503. Is Fenwick living in that house? He is.
504. Is it a large house? It is a four-roomed weather-board cottage, worth about £150.
505. What is the value of the land? I could not say what he would want for it,—but Thorne and I want £200 an acre for what land may be taken from us.
506. As to the land taken, that is all? That is all.
507. With reference to the curve of Brown's railway, where it joins the Great Northern, can you say whether that curve is such as to prevent there being sidings upon it? I cannot see it at all.
508. Do you know, as a matter of fact, what the radius of that curve is? I can say; it looks like 13 or 14 chains radius.
509. On the A. A. Company's line, where it joins with the Great Northern, have you a curve there? Yes.
510. Also a siding on the curve? Yes.
511. Is there any difficulty in using that? No, the Government engines run along that for 8 or 10 chains, or pass on the loop and re-pass without any difficulty.
512. Is there much traffic on that A.A. Company's line and much use of that siding? Occasionally when we are very busy we send down a large quantity—5, 6, or 800 tons a day—and we have sent away as much as a thousand tons a day.
513. And you have never found any inconvenience either so far as engineering purposes or traffic purposes were concerned from the fact of the siding being on a curve? Not in the least. The Government told us we were to have a siding; it is 14 chains radius. We have had no complaint from the Government, and we have suffered no inconvenience from having the siding there.
514. So far as you yourself know, from observation, would there be any difficulty, engineering or otherwise, in the proposed Company's new line running close to J. and A. Brown's line? I do not see any myself at all. I went to look at the place and I saw no difficulty whatever.
515. *Mr. Dawson.*] On the part of Messrs. Downey, Thorne, or other persons you have named, through whose land the line would pass if the suggested route were adopted, have you authority from them to say whether they would not object? No. I sent to Thorne and he came to my office. I told him we were going to get the new line alongside J. and A. Brown's line, and probably that would cut off one corner of his land, or go through the centre and sever one portion from the rest, and I asked him if he would raise any opposition. He said he would not if compensation were given him. I asked him what compensation he would require, and he said he would be satisfied with £200 an acre for what land they took from him, and that that would be all the compensation he should want. I told him I was coming down to give evidence here, and I would like to know if he would raise any opposition.

516. When you say "we," who are "we"? I spoke on behalf of the A.A. Company.
517. In what way do you represent them? I am their mining manager, and am interested in their welfare; of course I see that it will sever their block of land.
518. You are about to leave the position you occupy in that Company? Yes, in the middle of next January.
519. You contemplate entering into mining matters yourself—opening a mine? I do.
520. Immediately afterwards? Immediately afterwards.
521. What incentive had you in going to these parties in a matter in which we alone should be interested? Because there was an impression abroad that I was opposing the line through which the Australasian Coal Company proposed to come, to compel them to come round by J. and A. Brown's railway, that I might be benefited by the cutting up of my land.
522. You say you as well as Thorne would require £200 an acre for your land;—will you tell us what you gave an acre for that land, and when? I think about £20 an acre ten years ago.
523. What sort of land is the particular portion through which, according to your suggestion, the Australasian Coal Company's line should pass? Good land—high land.
524. Is not the particular portion through which the line would pass now under water? No.
525. Is it not generally under water? No.
526. Was it not last winter? No. I have never seen and have never heard that it has been under water. Fenwick lives close to it, and he is never flooded. My land is as high as his; there is just the road between.
527. Would not the claims for compensation against the Company be greater if the line were changed as proposed in consequence of the greater number of claims that would arise? I think if the line went alongside J. and A. Brown's railway it would be cheaper.
528. I say would there not be a greater number of claims? There would be a greater number of claims, but I do not think that would cause greater expense.
529. Why? Because these people would require only £200 an acre for the land actually taken, and Mr. Merewether would require £200 an acre for the whole block; besides this would be the shorter road.
530. Has not the line, as suggested, the appearance of a longer curve on the plan? Yes.
531. Would not that make the distance greater? I do not think so.
532. You speak of this being less expense to the Australasian Coal Company? Yes, to run alongside J. and A. Brown's line.
533. Supposing the Australasian Coal Company does not care about expense—that it is not a question of expense? I think going along J. and A. Brown's railway is a better line for them.
534. Why, seeing that they would have to go through so many more persons land than they would have to go over if they were to take this particular piece of the A.A. Company, would it be less expense? Because there would be less land taken up.
535. We ask only for sufficient land to carry the line through? The line by Brown's is shorter than the other.
536. And because shorter, less ground has to be taken up;—is that so? Yes; that is it. I wish the Committee to understand that this block of land, through which the railway would pass, if it were carried alongside of J. and A. Brown's, has been cleared and pegged out for three years, but I have not sold an inch of it, and have agreed with nobody to sell.
537. Why have you not sold? I have been waiting for better times.
538. Have you offered it for sale lately? No, I have not.
539. How long ago? I have not offered it at all to anybody.
540. At any time? No. If I offered it for sale I should ask £300 for it, and believe I should get it; but to show that I do not wish to throw difficulties in the way of the Company I would sell to them for £200, though I would rather they did not come there.
541. Is it usual to have sidings away from the points? I do not know any case. The line that we are going to buy from Mr. Merewether is on a curve immediately adjoining the Great Northern Railway; our Company's line is on a curve; the Waratah and Miami are also on curves.
542. Do you know if the man at the points telegraphs to the trucks that are required for coals? I do not know; he does not do so with us.
543. Assuming that the sidings are 8 to 10 chains from the points, would not great inconvenience be caused to the railway officials in getting these coals to know what train of coals they were required to send for? I do not think so. They go to Wallsend, to the Co-operative, and to the Old Lambton to get what coal they require, whether they want round or small.
544. Would the authorities know that the coals were waiting for them if the sidings were 8 to 10 chains away? They would have the same opportunity as the places I have named—they would have to run out to the pit.
545. The Government do the hauling in these cases? The Government do the hauling.
546. Do you know that the Australasian Coal Company propose to do their own hauling? I have heard so.
547. How would the Government know that the trucks were waiting then if the sidings were 8 or 10 chains away? I suppose there would have to be some signals given when the coals were brought to the sidings to the man at the points.
548. *Mr. Suttor.*] How do they know that coals are waiting at the places you have specified? I do not know.
549. *Mr. Dawson.*] What is the practice on the Waratah? They have a siding by the Great Northern.
550. Do engines lightly loaded take on a lot of trucks there in passing? Yes, when they are standing there loaded instructions are given to pick them up.
551. How are they to know that they are loaded if they are far away? By signals—by flag or staff. I see no difficulty in persons walking down to the points to signify that there is a train of coal there.
552. May I ask if you are an engineer by profession? I have been a practical man.
553. Do you call yourself an engineer? I do not call myself a civil engineer.
554. You are a colliery manager? I am.
555. Do you employ a surveyor to do what surveying work is necessary? I have his assistance.
556. Is it not he who represents or acts for you as an engineer? No.
557. You have not been educated as an engineer? No, I have been brought up as a self-made man. My forefathers were all managers for 200 or 300 years.

J. B. Winship,
Esq.
1 July, 1875.

- J.B. Winship, Esq.
1 July, 1875.
558. You said I think, in a previous portion of your evidence, that you were about to commence mining on your own account? Yes.
559. May I ask if Mr. Merewether is at all interested in that mine; if so, how? Yes, largely.
560. In what way? As landlord.
561. In the way of rental? We pay so much a ton.
562. Therefore, as a consequence, the greater quantity of coal you raise the greater interest will he have? Yes, of course.
563. If, by the proceedings of the Australasian Coal Company being delayed in any way, you get more coal into the market will not Mr. Merewether as well as yourself be greatly benefited? We are bound to be first in the market.
564. Upon the assumption that they were delayed would you not be thereby benefited? I do not think so.
565. Why are you so desirous that the railway should take this new course and pass through your land? Simply on account of cutting up the A.A. Company's land.
566. So far as your own property is concerned you prefer having it cut up to the line going on the A.A. Company's land? Yes, but I do not think £200 an acre would compensate me.
567. Still you would prefer it? I would.
568. *Chairman.*] Are you in a position to say that Mr. Dangar, Mr. Thorne, and Mr. Fenwick will, in the event of the course of the railway being altered, waive their right to have the proposed course of the railway advertised four consecutive weeks in the *Government Gazette*? I do not think so. I can speak for myself and Mr. Thorne. I have tried several times to see Mr. Fenwick, and on both occasions he was away.
569. Then you are not in a position to say that either Mr. Dangar or Mr. Fenwick will waive their right to have the advertisement inserted in the *Government Gazette* for four consecutive weeks? I am not.
570. *Mr. Dawson.*] Do you know whether the New Lambton Company would? I asked Mr. Brown if he were going to oppose you in any way, and he said not a bit.
571. That is, speaking of the line suggested by us? Yes. I do not think it affects J. and A. Brown in either way.
572. Whatever he said in that respect was as to the line proposed by the Australasia Coal Company? I asked him if he was going to oppose the Bill, and he said he would not.
573. Nothing was said to you about this new line? No.
574. Therefore his remark might have been made with reference to the line proposed by the Australasian Coal Company? Yes.
575. *Mr. Farnell.*] Does the New Lambton Company use their own engine? No.
576. The Government engines go right up to the pit? Yes.
577. Is it the same at Hartley Vale? Hartley Vale is not now in use.
578. Could the Australasian Coal Company connect their railway with the Hartley Vale branch? They could—they could cross it or join it.
579. I mean join it, and then run on it? Yes.
580. *Mr. Dawson.*] That is an old unused line? It is.
581. Broken up? Yes.
582. *Mr. Farnell.*] After joining the Hartley Vale they would get on to the New Lambton,—would there be any objection to their going on that? I could not say; I do not know what Messrs. J. and A. Brown would say to that.
583. When you speak of the diversion of this railway from the proposed course, and speak of its running parallel with the Lambton railway, about what distance would you keep it from it? There would be just a fencing between the two railways; take a chain wide from the present New Lambton fence all the way up.
584. *Mr. Suttor.*] Then, if the Australasian Coal Company adopted that plan, they would not have so much land to buy as by the proposed route? No.
585. *Mr. Farnell.*] What width would they have to buy? The Bill says a chain, but I do not think they would want more than half a chain. Unless they contemplate a siding, half a chain would be wide enough for anything.
586. *Chairman.*] They would want for getting out for embankments—there must be some embankments? About a couple of feet; half a chain would be sufficient for all.
587. *Mr. Farnell.*] Which, in your opinion, is the most injurious to the owners of land—the severance of large or of small blocks? There would be no severance if the line were to run parallel with J. and A. Brown's.
588. Does it not run through an acre block? It simply takes what is required by the railway; but I do not see that it will sever any blocks.
589. Would it not cut up some of the blocks so as to leave part on one side of the line and part on another? It would run alongside J. and A. Brown's.
590. Do J. and A. Brown own the land up to the fence? Yes.
591. And the land adjacent to that belongs to different owners? Yes.
592. *Chairman.*] What is the extent of your piece of land through which the line runs? The piece next to the fence is about 3 acres.
593. Would the line take the whole of that? No.
594. Will you expect the Company to do so? No; I ask only £200 an acre for what they take.
595. *Mr. Farnell.*] How far will it go through your land? About 11 or 12 chains; Mr. Thorne's will be less; it will take about an acre and a quarter from him.
596. *Mr. Suttor.*] On the plan there appears to be a road between Thorne and Dangar's land? Yes.
597. Will there be any difficulty arising from that? There is no road at all, in fact.

FRIDAY, 2 JULY, 1875.

Present:—

MR. FARNELL, | MR. COHEN,
 MR. F. B. SUTTON.
 C. E. PILCHER, Esq., IN THE CHAIR.

John Dawson, Esq., appeared as Solicitor for the promoters of the Bill, and G. C. Davis, Esq., as Counsel for the petitioners against the Bill.

Trontham M. Mackay, Esq., called in and examined:—

- 598 *Mr. Davis.*] You know J. and A. Brown's line of railway? Yes.
599. You laid it out? Yes.
600. You know the whole of the country from the western side of the Great Northern Railway to the Australasia Coal Company's land, which they propose to open? I have not gone over the whole line.
601. To what extent have you gone over the proposed line? About 3 miles; about half way.
602. From the point to which you went to the Great Northern Railway, could the line be laid so as to run parallel to J. and A. Brown's line and not to cross the corner of the Australian Agricultural Company's land, as now proposed? It could be.
603. Would there be any engineering or other difficulty in the way? None whatever.
604. What is the nature of the land? It is low scrubby land.
605. Is there any rise and fall, or is it flat throughout? Dead flat throughout.
606. Are there any obstacles of any kind which would have to be encountered in laying the line parallel to J. and A. Brown's line? None whatever.
607. What is the curve of J. and A. Brown's line? 15 chains radius—intended to be.
608. Would there be any difficulty in having a siding or such a curve? No; I think not.
609. Supposing this line were run so as to be parallel with J. and A. Brown's railway, and to take the same curve as J. and A. Brown's railway, with only a fence dividing the proposed line and J. and A. Brown's railway, and joining the Great Northern Railway, close to where J. and A. Brown's railway joins it;—would that be a longer or shorter line than that now proposed? Shorter.
610. And apart from any compensation for land taken, would that be a cheaper or a dearer line than that now proposed? A cheaper line, I think, in every way.
611. Do you know of anything at all which would render it a dearer line so far as compensation is concerned? I do not.
612. Do you know the Australian Agricultural Company's line, just where it joins the Great Northern line? I do.
613. Do you know what the radius of that curve is? 14 chains.
614. They have a siding on that? Yes.
615. Is there any difficulty in working that siding? None that I can see; and I see an engine very often on it.
616. In your opinion would there be any difficulty whatever, supposing the Australasia Coal Company ran their own engines, in their having a siding on a curve with a similar radius to that of J. and A. Brown's railway, where it joins the Great Northern Railway? No difficulty, I think.
617. *Mr. Dawson.*] Did I understand you to say that you surveyed Brown's line? Yes.
618. The whole of it? The Hartley Vale—the abandoned line—I did.
619. Who surveyed the proposed line of railway connecting Messrs. Brown's mines with the Great Northern Railway? I did that.
620. Are you quite sure Mr. _____ did not? No.
621. Are you aware that he has already stated before the Committee that he surveyed it, and not you? He might have carried out the work; I surveyed it.
622. If he has stated that he surveyed it, his statement is not correct? It cannot be; I am quite sure I surveyed it and laid it out.
623. And that he did not? He did not, unless he altered it afterwards.
624. Would any advantage be gained by the Australasia Coal Company from their adopting the proposed deviation rather than continuing the line on their own plan? Yes, in having a cheaper bridge and having better ground to run the line upon.
625. I am speaking from an engineering point of view. It would be an advantage in that way? Yes.
626. You say that distance would be gained by the deviation—what distance? About 5 chains.
627. You say that by the deviation the cost of the railway would be decreased. Would the cost of compensation be increased or decreased, by reason of the line passing through other persons land instead of the Australian Agricultural Company's? That I cannot tell.
628. Is it not a fact, that instead of having to deal with one proprietary, as would be the case by going through the Australian Agricultural Company's land, the Australasia Coal Company would have to deal with several persons through whose land the deviation would pass? Yes.
629. Would not that increase the cost of compensation? I think not.
630. Why? Because the Company have a fixed price for their land, and they would be able to deal better with the small settlers.
631. On the basis that the small settlers would ask precisely the same price for their land as the Company, what would be the result as to the compensation? I cannot answer those questions as to compensation.
632. You have said that you conceive it would be cheaper for them to go through other persons land rather than through the Australian Agricultural Company's land? Yes.
633. How do you make that out, seeing that instead of going through one property the line would go through several? I think they would ask less than the Company would.
634. On the basis that all would ask the same price, what would be the difference in the cost of compensation—how could it be lessened? I do not know anything about compensation.
635. Do you not believe that the greater number of persons through whose land this line would pass the greater the claims for compensation would probably be? No.
636. Why? Because I think they would be easier dealt with than any Company.

T. M. Mackay,
 Esq.

2 July, 1875.

- T. M. Mackay, Esq.
2 July, 1875.
637. How do you determine that the proposed deviation would be 5 chains shorter than the proposed line through the A.A. Company's land? Because I have measured it pretty nearly.
638. When? On the map, previously to coming here.
639. On the map itself? Yes.
640. Can you state positively that that map is correct? I think it is pretty correct.
641. Can you tell me it is correct? I would not swear to anything being absolutely correct.
642. Would a curve of 18 chains radius be better than one of 14 chains at the junction with the Great Northern Railway? Yes, no doubt.
643. *Mr. Davis.*] The difference of 5 chains in the length of the line would make a difference in the matter of compensation, would it not? It would not be affected by going through other peoples property.
644. Would not the difference of 5 chains in the length of the line make a difference in the quantity of land taken, and so a difference in the cost of compensation? Yes, in that way it would.
645. Although a curve of 18 chains radius would be more convenient than one of 14 chains radius, do you consider it in any degree at all absolutely necessary that the curve should be of 18 chains radius? No.
646. Would not a curve of 14 chains radius, even with a siding on the curve, be perfectly easily worked? Yes.
647. *Mr. Cohen.*] What length of experience have you had on railways? I was engaged with ——— of Edinburgh, on the Great Northern line, and on the Glasgow and Carlisle line. I was five years with them, and I have been engaged here a good deal on these little coal railways.
648. How many years? I have been here about twenty years, and I have been always working for the Messrs. Brown, managing their lines and directing them while I was at Newcastle.
649. *Mr. Farnell.*] Is that the only railway engineering you have been engaged in here? That is all in this Colony.
650. When you say the line will be shortened 5 chains, do you mean in the whole length of the line? No, from where it crosses the Hartley Vale line.
651. *Mr. Dawson.*] Would it be shorter into Newcastle that way? No.
652. *Mr. Cohen.*] Do you think a siding on a curve of 14 chains radius is workable as easily and as expeditiously as one on a curve of 18 chains radius? 18 chains gives a better curve of course; but the curve of 14 chains works very well on the A.A. Company's line; and they have also sidings on an O.G. curve, the worst of all curves, going into Newcastle.
653. *Chairman.*] Have you had any experience in regard to compensation for land taken for railways? I have never been engaged in that part of it.
654. Do you know whether it is the practice to give larger compensation for pieces taken off small portions of land than for pieces taken off large portions of land? No, I have had no experience in that matter.
655. For instance, if you take a railway through a hundred-acre paddock, and through a five-acre paddock, and the land is of much the same value, do you know whether the compensation paid in the one case would be greater in proportion to the quantity of land taken by reason of the land being small, than in the other by reason of its being large? I think the large one would be the dearest for compensation.
656. For what reason? It would sever the land altogether.
657. I am speaking of it as a general rule? I think the man with the hundred acres would charge more for cutting it up than the man with 5 acres; there would be more harm done to the big paddock.
658. *Mr. Suttor.*] Do you think it would be more expensive to go through 100 acres belonging to one individual than through the same quantity belonging to ten individuals? I still think it would be easier to deal with the smaller owners.
659. *Chairman.*] Are you in a position to say whether the owners of the land through which this railway must pass, if it diverges in the way suggested by the A. A. Company, will be prepared to allow this Bill to go on without fresh advertisements? I only know of two who would do so—Mr. Winship and Mr. John Thorne.
660. With reference to Mr. Dangar —? He has no objection. The last time I saw him, about a week ago, I was mentioning this to him, and he said his land was already so cut up with railways that he did not care for another one coming—it could not injure the land much more.
661. Which Mr. Dangar was that? Mr. A. A. Dangar.
662. Did he tell you he would be prepared not to require fresh advertisements to be inserted? I did not ask that question.
663. *Mr. Suttor.*] You do not consider yourself authorized to state this on Mr. Dangar's behalf, I suppose? No.
664. *Mr. Dawson.*] I am not sure whether it has been stated what business or profession you are engaged in now? I am a licensed surveyor living in Newcastle, and have been employed by J. and A. Brown, the A.A. Company, and others for a good many years.
665. *Mr. Davis.*] You are not employed solely by one set of people? No.
666. You accept employment from any one who chooses to give it you? Yes.
667. You have no interest in this matter? None whatever.

Francis Longmore, Esq., examined:—

- F Longmore, Esq.
2 July, 1875.
668. *Mr. Dawson.*] You are secretary of the Australasia Coal Company? Yes.
669. You have had considerable experience of railways? A little.
670. You held the position of Minister for Railways in Victoria? Yes.
671. You heard the evidence of Mr. Merewether as to the difficulty of access to the land proposed to be severed by the proposed line of railway;—can you suggest to the Committee how that can be remedied by proper crossings, formed according to your experience? I can give the Committee some knowledge of crossings from what I know, more particularly of the Hobson's Bay Company's Railway. They have a crossing on the Sandridge Road, where, I think I may safely say, there is more traffic in one day than there would be in two or three years on this land. The crossing is level; they have from 90 to 100 trains a day passing along, and the crossing is not felt to be inconvenient by the community at all. That is just entering Emerald Hill, where there is a population of 20,000 or thereabouts. They have another level crossing at Richmond, where there is a larger population, and where I think I am safe in saying there is a train passing every seven minutes in the day, and the inconvenience of it is not greatly felt.

672. Then, in the event of the Australasia Coal Company's proposed line passing through the A. A. Company's land, ample provision could be made for crossing, so as to give access at all times, and give protection to the public as well? No doubt; not the slightest doubt of it; that is to say, that corner would not be cut off from the rest of the estate at all.

F. Longmore,
Esq.
2 July, 1875.

673. You have heard a good deal of evidence with respect to the effect of the radius of a curve, so far as relates to the accommodation of a siding;—will you tell the Committee your thoughts upon that, from your experience? We expect our railway to be a trunk line, to open up the Lake Macquarie district; in fact we know it will be; and already, as secretary of the Company, I have had applications made to me by parties who are proposing to establish coal companies in the district, to know whether they would be allowed to run upon the line; and it is the intention of the Company to haul for the public. Consequently, there will be very much more siding accommodation required than on any other of these coal railways. In fact, we expect to do a very much larger business than any coal railway in the district at the present time; and we expect that each of the coal companies using our line will require a siding of its own, as the loaded waggons and the empty waggons must be left at that particular point until taken away by the Government.

674. Have you inspected the country through which the proposed line of railway is to pass? I have been over the road, but I did not follow the pegs all the way.

675. From the observations then made by you, do you conceive that the line proposed in the Bill is the most practicable? So far as I know it is. I only form my judgment from having gone over it, and having spoken with the engineer, Mr. Moody, who spent a long time in trying different routes to see which was the best suited for the Company's purpose. My instruction to him, when I was upon the ground, was to find the easiest possible route with the smallest possible interference with other people's rights; and I think he carried that out to the letter.

676. From your experience in connection with railways, can you give the Committee an opinion as to what the result would be if the line had to pass through the land of divers persons instead of through the land of one? There is always more compensation demanded by small holders, and there is always excessive difficulty in dealing with numbers instead of with one. It has always been the case in my experience.

677. On the assumption that the deviation proposed by the A.A. Company is accomplished, what do you conceive would be the result of that to the Company of which you are secretary? So far as the Bill is concerned the inevitable result, to my mind, will be to throw it out for this session and to compel us to readvertise, because we have not given notice of the line followed by the proposed deviation. We have given no other schedule than the one in the Bill, which does not include all the lands through which the deviation would pass. The Bill therefore must necessarily be thrown out. That is one view. The next is, that the delay would be a grievous loss to the Company, which I do not put at less than thousands of pounds; because we have 20 tons of rails on the ground ready to make a commencement, and we have ordered 450 tons from home, which we expect are shipped by this time, and we have ordered also the machinery necessary for the working of the mine. I have also got notice to day that tenders have been accepted for our engine at home. On the whole it will take us all our time to prepare for these things, even if we get the Bill at once; but if we are thrown back by this deviation being insisted on, or by any obstruction for six or twelve months, the loss to the Company will be very grievous. On the other hand, if we should be thrown back, the Company represented by the gentlemen who have raised this opposition—the Company about to work Mr. Merewether's land—will be in the market a long time before us and will have made arrangements to secure all the customers they can, to our detriment certainly to a very large extent.

678. *Mr. Davis.*] Whom do you mean when you say "the gentlemen who have raised this opposition"? Mr. Merewether and Mr. Winship, who have promoted it apparently—that is, as they state—on behalf of the Australian Agricultural Company. They have stated that they intend to have coal in the market immediately, and they have both stated that they intend immediately to leave the A. A. Company's service.

679. Do I understand you to mean by that, that you do not accept Mr. Merewether's statement, made to the Committee, that he is acting here on behalf of the A.A. Company and not for himself individually? I do not doubt that for a moment, but he has a private interest as well.

680. Then what do you mean to insinuate as to ———? It is no insinuation.

681. Do you mean to state that Mr. Merewether's opposition is dictated rather by private interest than by a desire to serve the A.A. Company? No, but I mean to state that he has another interest.

682. Why do you state that he has another interest if you do not mean to say that that acts as a motive for his opposition to this Bill? I simply state the fact as brought out in evidence.

683. Do you mean to say or think for a moment that Mr. Winship, in giving his evidence here, is doing so on grounds of self interest rather than a desire to tell the truth? He has stated that he has a personal interest.

684. Do you mean to say that Mr. Winship has stated that he has taken the course and given the evidence he has from personal interest? He stated he would like to sell his land to the Company.

685. I think you will find that Mr. Winship said that he would rather the Company did not come through his land? I do not remember that.

686. If that is so, do you think you are justified in suggesting that he is prompted by personal interest to take the course he has done? If a gentleman has an interest of his own and states it pointedly, I think there is no harm in directing the attention of the Committee to it.

687. Do you not think Mr. Winship's own statement would be quite sufficient without your statement representing your view of it? I think I am quite justified in referring to the matter.

688. Where was the necessity for you to reiterate what Mr. Winship himself has said? I think you will find twenty things reiterated twenty times in the evidence.

689. Why should you follow the example and reiterate what Mr. Winship has said? I have replied to that question.

690. You have no further answer to make? No.

691. Do you know anything about the Company who are going to work with Mr. Winship in the matter of raising coal? Only by report, and what has been stated here.

692. Do you whether the Company is formed? I know one of the Company, who purports to be one of the Directors.

693. *Chairman.*] Have you had much experience in questions of compensation for lands taken for railways? Simply in dealing with them as head of the department, in Victoria.

694.

F. Longmore, Esq.
2 July, 1875. 694. Is it your experience, in a case such as I put to the previous witness, that less compensation in proportion to the quantity of land taken would be allowed to the owner of 100 acres than would be allowed to the owner of 5 acres? My experience is that every man with property asks nearly twice as much as he will take, and that in a multitude of instances the trouble of dealing with small proprietors is something enormous. There is just as much trouble in dealing with each small proprietor, to bring him to reason without going to law, as in dealing with the man who has 10,000 acres—in fact a good deal more trouble.

695. Have you ever had any experience of such a case as this, where it has been necessary to take a railway through a man's house—to turn him out of house and home;—is a case of that sort easy to deal with? He gets ample compensation, indeed more than compensation for the value of his property.

696. What is that for? Because every Government or Company is unwilling to go to law in every instance. They find two or three times the value asked, and it is a question of treaty; one party advancing a little, and the other accepting a little less. In almost every instance where small proprietors had been what we may term much injured, the Government I was connected with had to pay from one and a half to three times the value of the property.

697. Would there be any compensation, in such a case as I have suggested, over and above the value of the house and land? I do not know that there is any provision in an Act for it; but there is a certain equitable feeling which leads to more being given than the actual value of the property on account of the inconvenience the man is put to. That is the equity that enters into it.

698. In your experience in connection with a Government, do you know whether the Government, in cases of severance, ever allowed compensation for prospective townships? I never heard of it.

699. Can you tell me whether it has been the practice of the Government in Victoria, in case of taking railways through towns, to allow a crossing at every street the line may happen to intersect? Certainly not. The Hobson's Bay Railway, in going through Richmond, stops all the streets it crosses except two.

700. That is a railway made by a Company. Is that the general practice with the Government Railways? Yes. I may state that the Government deviate roads for the purpose of going to crossings.

701. What is the practice in Newcastle;—is there a crossing allowed for every street? I think not, but I cannot speak positively.

702. Would the Australasia Coal Company be prepared to give Mr. Merewether any crossing that he would be fairly entitled to? The Company will be prepared to give him every crossing the Government will allow as perfectly safe, or that he can show is a safe crossing to use. The Company will be quite willing to leave it with the Engineer-in-Chief for Railways, or with any other capable officer that has no interest to serve. The Company has no desire at all to shut up any portion of land; but I may remark that the offer of the A.A. Company to sell the corner cut off their land at £200 per acre, or £6,600, to the Australasia Coal Company or else compel them to deviate, I would in charity suppose was put in jocularly, for I think such a monstrous proposition I never heard in my life, if it were meant seriously.

703. Is it usual in your experience for a Government Department, where land is divided by a railway, and a crossing or crossings given, to treat that land as severed for purposes of compensation? The equities of the case are always considered. Where there is absolute severance there is always special compensation for that, but where crossings are allowed it is not treated as a severance in the same way, though it may be in a minor degree.

Thomas Pearson Moody, Esq., further examined:—

T. P. Moody, Esq.
2 July, 1875. 704. *Mr. Dawson.*] In the evidence you previously gave I think you stated you could work a siding upon a curve of 14 chains radius? I do not think that was it. I believe it was in reply to a question by Mr. Davis, concerning having the siding 8 chains from the point of junction of the railway, that I stated I thought there would not be any great inconvenience in working the siding. But after I came out I had a conversation with Mr. Berwick who was examined on the same day, and he suggested that there would be inconvenience. In talking the matter over we found there would be considerable inconvenience in this way. It is the practice of the other Companies having sidings of their own to telegraph from Newcastle to the man at the junction, asking whether there is coal there or not, and if the siding were 8 chains from that point he would not be able to ascertain whether there was coal there or not without going from where he is stationed to the siding 8 or 10 chains away. What I wish to state is, that for that reason I consider the siding should be at the point of junction instead of away from it.

705. Can the man at the points be allowed to leave? I do not think he is allowed to leave his post.

706. *Mr. Suttor.*] In what way do they telegraph? They have telegraph instruments at all the collieries and at the junctions too; there is a regular line for each colliery.

707. *Mr. Dawson.*] You know Mr. Winship's land, through which the deviation is proposed to pass? Yes.

708. What sort of land is it? It is a useless swamp, covered with water after rainy weather. I know it well, even better than Mr. Winship himself. I have seen it covered with water; I do not mean to say altogether, but portions of it. It is swampy after rain. It is a useless, unsaleable piece of land, in my opinion. Of course the line going through it would naturally make it valuable in Mr. Winship's opinion; not in mine, of course.

709. *Mr. Davis.*] Would there be any difficulty in there being a flag at a siding 8 chains away, so that the pointsman could know whether there were coal waggons there or not? I think there would be difficulty. Who would work the flag?

710. Would it be impossible? No, nothing is impossible.

711. Why would it be difficult? We would have to keep a man there.

712. Would that be the only difficulty? That is one.

713. Is that the only difficulty? I have not thought over the matter. I could not say just now.

714. You have not given it sufficient thought to say whether it is feasible or not? I do not think it is feasible.

715. *Mr. Suttor.*] As a matter of fact, do they use a flag at any of the junctions as a signal that there is coal to be taken away? No, I do not think so. I have seen a pointsman using a flag to indicate whether the line was clear or not.

716. *Mr. Davis.*] Would there be any difficulty in working a semaphore? No; I do not think there would be any difficulty, but I do not see how it is to be used. There is no difficulty in working a semaphore, but I do not say there would be no difficulty in working it for that purpose.

AUSTRALASIA COAL COMPANY'S BILL.

APPENDIX.

[To the Evidence of John Whitton, Esq., 29 June, 1875.]

A 1.

Government Railways,
Engineer-in-Chief's Branch,
18 June, 1875.

Memorandum to Mr. Bewick.

You are aware that the Australasia Coal Company are applying to Parliament for an Act, and that they propose to form a junction with the G. N. Railway.
As I am given to understand that you know everything about their proposal, I wish you to say whether or not there can be any objection raised to the point selected for joining.

JOHN WHITTON.

I do not see the slightest objection to the point selected by the Company's engineer for their junction.
The main line being perfectly straight and level, with a good view in both directions, I can scarcely conceive of a more suitable place.—G.B., 21/6/75.

A 2.

Clauses proposed to be inserted in the Bill of the Australasia Coal Company, now before Parliament.

Nothing in this Act contained shall be deemed to authorize the Company to take or enter upon any lands belonging to the Commissioner for Railways or to alter or interfere with the Great Northern Railway or any of the works thereof further or otherwise than is necessary for making the junction and inter-communication between the railways without the previous consent in writing in every instance of the Commissioner for Railways.

The Commissioner shall from time to time erect such signals and conveniences incident to the junction either upon his own lands or on the lands of the Company and may from time to time appoint and remove such watchmen switchmen or other persons as may be necessary for the prevention of danger to or interference with the traffic at or near the junction.

The working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Commissioner for Railways and all the expenses connected with such junction and of erecting and maintaining all works in connection therewith and of employing watchmen switchmen and other persons and all incidental current expenses shall at the end of every half year be repaid by the Company and in default thereof may be recovered from them in any Court of competent jurisdiction.

Nothing herein contained shall alter repeal or otherwise affect the "Government Railways Act of 1859."

J.W., 15/6/75.

Greta Company—Petroleum oil, cannel coal, 100 tons, valued at £300, being the same quantity as that sold in 1873.

Catherine Hill Bay, near Lake Macquarie.

Splint and bituminous coal, used for steam, household, smelting, and blacksmith purposes.

	Tons.	Value.
New Wallsend Colliery Company	18,147	£11,795 11 0
Total quantity and value in 1873	400	380 0 0
Increase in 1874	17,747	11,415 11 0

SOUTHERN OR ILLAWARRA DISTRICT.

Semi-bituminous coal, used for steam, household, smelting, and blacksmiths' purposes.

	Tons.	Value.
Bullai Colliery	58,506 <small>value stated unknown, say</small>	£29,253
Mount Pleasant Colliery	38,985	16,568
Osborne Wallsend Colliery	37,796	16,063
American Creek (used for oil making)	1,000	500
Total quantity and value in 1874	136,287	62,384
" " 1873	137,062	62,389
Decrease in 1874	775	505
American Creek—Petroleum oil shale, made into oil at the works	3,000	£4,500
Total quantity and value in 1873	2,750	4,125
Increase in 1874	250	375

Against 10 tons, valued at £25 (increase) in 1873. No new mines have been opened out in this district during 1874.

SOUTHERN DISTRICT.

Brereton's Coal Mine, near Berrima 1,000 Tons. £1,250 Value.
This mine has been reopened during the year 1874, but I have not received the usual notice of this mine having commenced work again, and must inquire into it.

WESTERN DISTRICT.

Lithgow Valley, Hartley, and Mudgee Road—Splint coal used for household, steam, smelting, gas, blacksmith, and coking purposes.

	Tons.	Value.
Lithgow Valley Colliery	18,000	£5,400 0 0
Thos. Brown, Esq., M.L.A., Eskbank Colliery	8,600	3,010 0 0
Bowenfells Colliery Company	8,500 <small>No value given, say</small>	2,975 0 0
Vale of Clywdd Company	50	17 10 0
Bulkeley's Coal Mine at Blackman's Flat, Mudgee Road	50	20 0 0
Total quantity and value in 1874	35,200	11,422 10 0
" " 1873	9,865	3,253 17 6
Increase in 1874	25,335	8,168 12 6

Against 4,644 tons, valued at £1,688 17s. 6d. (increase) in 1873.

	Tons.	Value.
New South Wales Shale and Oil Company—Petroleum oil, cannel coal, used for oil and sold for gas purposes, 1874.	9,000	£22,500
Total quantity and value in 1873	15,000	46,250
Decrease in 1874	6,000	23,750

The above return for 1874 was furnished me by the Mining Department.

Recapitulation, showing the quantity extracted from the whole of the Mines.

There were twenty-eight Collieries raising coal, and three getting petroleum oil, cannel coal, and shale, and the aggregate production of coal from these Collieries in 1874 was 1,298,400 tons, valued at £786,152 17s.

The aggregate production of petroleum oil, cannel coal, and petroleum oil shale in 1874 was 12,100 tons, valued at £27,300.

RETURN of the number of Coal Mines, and quantity and value of coal raised from the years 1864 to 1874, inclusive.

Year.	Number.	Quantity.	Value.		
			£	s.	d.
1864	25	549,012½	270,171	11	0
1865	24	585,525½	274,303	13	9
1866	25	774,238	324,049	6	7
1867	26	770,012½	342,655	7	8
1868	28	954,230½	417,809	6	1
1869	33	919,773½	346,145	16	5
1870	32	868,564½	316,835	16	4
1871	27	898,784½	316,340	2	1
1872	26	1,012,426½	396,197	19	10
1873	29	1,192,861½	665,746	17	3
1874	28	1,298,400	786,152	17	0

From the foregoing returns we find that our coal trade is year by year increasing in a most satisfactory manner, and has never been in such a prosperous condition as it is at the present time. Many new companies have been formed, as well as very large areas of coal land taken up in various parts of the Colony with the intention of working the coal from under it. If this rapid increased demand for our coal could have been foreseen a few years ago and the shipping facilities at Newcastle had been greater than they now are, we should have had a much larger production and demand to report, and when the extra wharves and cranes now in course of erection at the Newcastle Harbour are completed there will be a very much larger foreign demand for our coal.

The agreement entered into by the associated masters and the officers and delegates of the Coal Miners' Association of the Hunter River District, by which the wages paid for hewing coal and other work usually done by the miners, the hours of labour to be observed at the different Collieries, and the mode of settling any disputes that may arise in reference thereto, are to be arranged, is working well, and there is no doubt about its having been the means of keeping the price of coal at 14s. per ton, delivered into vessels in Newcastle Harbour.

I annex a very interesting return of the Newcastle Foreign and Intercolonial Trade, compiled and kindly given to me by Mr. Logan, the Newcastle Collector of Customs.

I am now preparing for the Philadelphia Exhibition plans showing the position of the different Collieries in New South Wales, with the outcrop of the seams of coal shown thereon. Also sections to illustrate the thickness of the seams of coal, and the part worked in all our principal coal mines; as well as a longitudinal section of the lower coal measures near Stroud, in which there are sigillaria, stigmara, &c.

As soon as I have finished them I propose to make you a supplementary Report for the past year, which will contain an account of the whole of our Coal Fields, and the new mines opened out in the year 1874.

I have, &c.,
JOHN MACKENZIE, F.G.S.,
Government Examiner of Coal Fields.

NEW SOUTH WALES—PORT OF NEWCASTLE.

FOREIGN AND INTERCOLONIAL TRADE.

Year.	Entered Inwards from Foreign and Intercolonial Ports.		Cleared Outwards for Foreign and Intercolonial Ports.		Total Value of Imports from Foreign and Intercolonial Ports.		Quantity and Value of Coal Exported to Foreign and Intercolonial Ports.		Total Value of Exports (including Coal) to Foreign and Intercolonial Ports.		Total Amount of Revenue collected.
	No. of Vessels.	Tonnage.	No. of Vessels.	Tonnage.	£	s. d.	Tons.	Value.	£	s. d.	
1864	664	106,961	795	266,528	59,656	2 0	299,150	144,748 0 6	248,316	9 6	16,555 18 9
1865	676	189,620	872	248,769	78,355	17 0	302,362	142,159 9 0	238,972	6 2	24,203 5 2
1866	799	246,346	992	308,575	53,219	3 5	411,746	184,132 16 9	216,177	17 5	29,959 16 8
1867	688	229,064	925	303,504	98,083	6 1	308,022	182,288 1 9	209,949	16 3	29,793 15 0
1868	871	206,517	1,100	372,718	84,486	15 5	480,069	226,440 0 0	283,783	5 0	31,175 9 5
1869	854	207,855	1,084	386,176	151,410	4 5	503,866	223,566 4 2	252,124	3 6	33,058 0 5
1870	765	283,091	1,046	383,242	154,816	5 8	511,545	223,077 7 0	241,435	16 8	32,145 5 7
1871	745	277,959	1,040	376,378	203,168	2 7	489,714	208,833 9 0	236,683	9 3	26,590 1 9
1872	876	342,514	1,092	427,845	268,141	12 11	565,994	243,911 18 0	282,834	9 10	41,196 9 8
1873	978	389,121	1,259	498,468	310,101	11 11	650,899	412,631 5 9	591,032	6 6	48,864 16 8
1874	1,156	510,291	1,269	543,693	343,297	19 11	*723,844	496,448 15 0	697,048	7 7	59,387 7 11

*Note.—In addition to the above, 276,317 tons of Coal were shipped Coastwise in the year 1874.

REPORT of the Inspector of Collieries, for the six months ending 30th June, 1874, on the state of the various Coal and Kerosene Shale Mines in New South Wales, and accidents therein.

Newcastle, 14 July, 1874.

The Examiner of Coal Fields,—

SIR,

I have the honor to present to you this my half-yearly Report, ending the 30 June, 1874, on the state of the various Coal and Kerosene Shale Mines in New South Wales, and accidents therein, and in so doing, I beg to say that there are now at work in the Northern District eighteen coal mines, and three more only awaiting the completion of their respective railways and other surface works. In the Southern District four coal and one shale mines at work, and one coal mine nearly starting.

And in the Western District five coal and one shale mines at work, and one coal mine nearly ready, besides several others more or less forward with their preliminary works.

Total number of mines now supplying the market:—

Northern District	...	...	...	...	18 coal mines.	
Southern	"	...	...	...	4	and 1 shale mine.
Western	"	...	...	...	5	" 1 "
					—	
					27	2 = 29 mines.

Present state of the Mines.

Notwithstanding the improvement in the general ventilation of the larger Collieries, there is yet ample room for still further improvement, more especially in the division and circulation of the air currents into and through the inner workings in the mines, which defect the following notice on the subject in some measure illustrates:—

Newcastle, 15 June, 1874.

Jas. B. Winship, Esq., A. A. Co.'s Colliery Manager,—

Dear Sir,

I have the honor to call your attention to the defective state of the ventilation in the workings inside the fault in the Galley Flat hoses, and where six men are driving three headings a long distance beyond the reach of the air current under very unfavourable circumstances. Temporary means should be used at once to force the air up to them till the airway be holed or the men withdrawn, except those driving the airway.

2. Also in the back heading in No. 3 flat the air was slow and thick to-day. In fact, I could find no perceptible movement at all in the air in that part, although there was a fair current passing by along the main heading.

Trusting that you may at once attend to the above complaint,

I remain, &c.,
THOMAS LEWIS,
Inspector of Collieries.

I am glad to be able to report that the Colliery proprietors and managers still deserve credit for supplying the miners with abundance of timber, &c., wherewith to secure their workings for the protection of their lives and limbs.

Accidents in the Mines.

Nine separate accidents, resulting in death or serious bodily injuries to ten persons, have happened during the half-year. Three fatal and seven serious non-fatal cases. One of the fatal cases resulted from a fall of the working coal seam, and the other two from falls of coal roof. Of the seven non-fatal cases, three were by falls of coal, one jammed between two empty skips, two struck by the springing lever of a boring apparatus, and one by a fall of stone roof.

Several other and lighter accidents, including a slight explosion of fire-damp, whereby two men were slightly burnt in the Wallsend pit, have been duly inquired into, &c. It is a remarkable fact that from the 1st November last to 21st May not a single fatal accident happened in the mines, but on the latter day two miners were fatally injured.

The first fatal accident happened on 21st May to an experienced miner named Rees Lewis, by a fall of coal roof in the Borehole pit. The District Coroner, A. A. P. Tighe, Esquire, held a Coroner's Inquest on the body on 22nd May, which I attended after making my usual examination of the scene of the accident. Deceased and his mate were turning off a board each on the heading, which was about 8 feet wide and 9 feet high under the top coal lift of 18 inches thick, left for the roof. The mate of deceased having told the pit overman that the top lift was unsafe on the heading near his board, the overman told him to set a couple of long props to secure it. The deceased went to assist his mate to set the props, and whilst about setting the second prop the overhanging top lift fell on him and so much injured him that he died on the way home. The jury found a verdict of "accidental death," to which they added the following rider: "We censure the pit overman, Mr. William Hogg, for his want of judgment in sounding the coal with his yard-stick, thereby putting the men off their guard."

The second fatal accident occurred same day as the former one (21st May) to an experienced miner named John Hughes, by a fall of coal in the Wallsend pit. The sufferer died on 24th May, and the District Coroner, A. A. P. Tighe, Esquire, held a Coroner's inquest on the body on the 25th May, which I attended, having previously examined the scene of the misfortune. Deceased worked double in an ordinary 8 yards board, the seam of coal over 8 feet high with a smooth parting over it; the men had about 6 feet of the facing 2 to 3 feet in thickness removed on the left hand side of the place, and the outer part undermined into the facing right across up to the right side of the place, and had two sprags set against the hanging coal, one being about a yard from the loose end, and the other about 6 feet from the former one, and a shot-hole ready to fire near the side.

The unfortunate man loosened the inner sprag and then turned to put a little more coal on top of the skip standing close by, and while so doing the block of coal fell from a dry and unperceived cross facing within 6 feet of the fast side, discharging the other sprag, and the poor fellow was completely buried under the coal and more dead than alive when liberated.

The jury found a verdict of "accidental death" and added a rider: "That the men acted imprudently in working in front of the coal after the sprag was loosened."

The

The third fatal accident happened to an inexperienced miner named James Hall, by a fall of coal-roof in the new Wallsend Colliery, on 1st June. The sufferer was brought into Wallsend for medical assistance, where he died on the following evening, 2nd June.

The District Coroner, A. A. P. Tighe, Esquire, opened the Coroner's inquest on the 3rd June, which I attended, but not having had time to make my usual personal examination of the scene of the accident, the inquest was adjourned to Wednesday, 10th June, to enable me to examine the place and give evidence. The inquest was resumed on the 10th June, when I gave the following report, viz.:—"The place alleged to be the scene of this accident was pointed out to me by Messrs. De Flore & Gillis, manager and overman of the new Wallsend Colliery, which is an ordinary board 22 feet wide. The working lift of coal is nearly 8 feet high, the roof being very jointy and open. There were three rows of props set in the board—one row on the right side and two rows on the left side of the roadway. The front row of props was within 5 feet of the working face. The prop on the right hand side about 3 feet from the wall or rib side, the next prop about the middle of the board, and the third prop about 3 feet from the left rib side. The coal roof was fallen in the face from a cavity 1 foot 9 inches high and 15 feet long from the right side towards the left side of the place between two very smooth parallel facings, the inner one being right in the face of the board, and the outer one about 4 feet back. Close to the outer facing stood the inner row of props. I noticed two blocks of coal near the right corner apparently from the roof, which were said to have caused the accident, besides a large heap of coal from the working lift and roof lying about in the place. I also noticed one long prop and three short ones with cap pieces lying in the board.

I would recommend the managers to allow no inexperienced men to work alone in the mine, but always to put them along with experienced miners, owing to the dangerous nature of the roof which I took particular care to point out to both managers and several men, including the deceased and his mate, on my late inspection visit; also, to keep a supply of timber, &c., inside the mine, as conveniently "as possible to the miners, and that the required lengths be cut with the saw." The Colliery being only recently opened and very isolated, special rules were not established at the time. The evidence of deceased's mate discloses that they were short of props at the time, but that it was the only time they had been short.

The two managers were examined, and stated that care was taken not to employ inexperienced men as miners. Being cross-examined, they admitted that Mr. Gillis, underground manager, was absent at the time of the accident, and that the outside manager, Mr. De Flore, had stopped the man Gillis had appointed to act during his temporary absence, which circumstance explains the latter part of the rider which the jury thought fit to add to their verdict of "accidental death":—"Rider—We consider that the deceased, James Hall, came to his death through his own neglect; but at the same time censure Mr. De Flore, the outside manager, for not allowing the man to act whom Mr. Gillis appointed to take his place during his temporary absence, and thus leaving the Colliery without any practical manager."

The first of the seven serious non-fatal cases happened in the Borehole pit, the sufferer having his leg fractured by being jammed between two empty skips. The second, by two assistant borers having their jaw-bones fractured by the springing lever of the boring apparatus, through the parting of the iron pin connecting it with the boring rods outside the Waratah Colliery; and another case of severe bruises about the abdomen, by a fall of coal in the same Colliery. The fifth case was a leg-fracture by a fall of stone in the Osborne Wallsend Colliery.

The sixth case, a collar-bone fracture, by a fall of coal, in the New Lambton Colliery; and the seventh case, a severe crushing of the foot by a fall of coal in the Wallsend Colliery.

The usual classified list of accidents is appended hereto.

I have, &c.,

THOMAS LEWIS,

Inspector of Collieries.

A CLASSIFIED List of fatal and serious non-fatal Accidents in the New South Wales Collieries, during the six months ending 30th June, 1874.

No.	Date.	Colliery.	Name of Sufferer.	Occupation	Remarks on Nature and Extent of Injuries.	Fatal.		Non-fatal.			Total Fatal	Total Non-fatal.
						Fall of coal.	Fall of coal roof.	Fall of coal.	Fall of stone.	Other causes.		
1	6 Jan...	Borehole	Alfred Conway ..	Labourer—a youth.	Leg fracture—jammed between two empty skips...	...	...	...	...	1	...	1
2	4 Mar. . .	Waratah	George Jackson ..	Assistant borer.	Jaw-bone fracture—struck by the springing lever	...	...	...	...	1	...	1
3	4 " " "	" " " " " "	Thomas Armstrong.	" " " "	" " " "	...	...	...	...	1	...	1
4	5 " " "	" " " " " "	John Dickford ...	Miner	Severely crushed about the abdomen—fall of coal	...	...	1	...	...	...	1
5	7 May...	Osborne Wallsend.	George Hales	" " " "	Leg fracture—fall of coal, stone roof .....	...	...	...	1	...	...	1
6	21 " " "	Borehole	Rees Lewis	" " " "	Killed by a fall of coal roof while seaming it .....	...	1	...	...	...	1	...
7	21 " " "	Wallsend.....	John Hughes.....	" " " "	Died on 24th from injuries by a fall of working coal seam.	1	...	...	...	...	1	...
8	1 June ...	New Wallsend.	James Hall.....	" " " "	Died at Wallsend on 2nd June from fall of coal roof.	...	1	...	...	...	1	...
9	23 " " "	New Lambton.	Robert Wilson ...	" " " "	Collar-bone fracture—fall of working coal seam...	...	...	1	...	...	...	1
10	30 " " "	Wallsend.....	William Page ...	" " " "	Foot severely crushed—fall of working coal seam	...	...	1	...	...	...	1
Total.....						1	2	8	1	3	3	7

REPORT

REPORT of the Inspector of Collieries on the state of the various Coal and Kerosene Shale Mines in New South Wales, and accidents therein, for the six months ending 31st December, 1874.

Newcastle, 14 January, 1875.

The Examiner of Coal Fields,—

Sir,

I have the honor to send you this my half-yearly Report, ending 31st December, 1874, on the state of the various Coal and Kerosene Shale Mines in the Colony, and accidents therein.

The number of Collieries supplying the market, given in my report for the first half of this year, was—

Northern District	...	...	...	...	19 coal mines.	
Southern	..	..	..	..	4 ..	and 1 shale mine.
Western	..	..	..	..	5 ..	.. 1 ..
					<u>28</u>	<u>2 = 30 mines.</u>

During the present term operations have been resumed at the Minmi Colliery, while several others are more or less forward with their preliminary works in the Northern District. There is no actual increase to report in the Southern or Western Districts. The Fitzroy Company, in the South, having again failed to make a successful start, and the Vale of Clwydd Coal Company in the West, are nearly ready to supply the market.

The number of Collieries now at work is—

Northern District	...	...	...	...	19 coal mines.	
Southern	..	..	..	..	4 ..	and 1 shale mine.
Western	..	..	..	..	5 ..	.. 1 ..
					<u>28</u>	<u>2 = 30 mines.</u>

Present condition of the Mines.

As to the ventilation of the mines, there is less ground for complaint as to the volumes of the main air currents in the larger Collieries than there is of the mode of distribution and circulation of the air through the working places. The following letter, duly reported to you at the time, may serve as a sample to indicate the real state of the ventilation in several of the Collieries at the present time:—

Newcastle, 12 August, 1874.

James Fletcher, Esq., Co-operative Colliery Manager,—

Dear Sir,

I regret having to repeat my complaints of the unsatisfactory state of the ventilation in the inner headings, on the south side of the tunnel. The air current being feeble, and so much powder being used for blasting the coal, give the men just cause of complaints. It is therefore full time to take some effectual steps to render the ventilation in that part of the mine what the second clause in the "Coal Fields Regulation Act of 1862" requires it should be.

Trusting that you may take immediate steps to remedy the above complaint,

I have, &c.,
THOMAS LEWIS,
Inspector of Collieries.

Accidents in the Mines.

I feel thankful in having such a light list of accidents, comprising eight separate casualties, resulting in two fatal and six non-fatal cases, to present for this half-year,—one of the most favourable, if not the very lightest, in proportion to the quantity of coal raised under the present Coal Fields Act, and towards which happy result the Colliery owners and managers have done their part, by their continued unsparing supply of timber, &c., to the miners, wherewith to secure their workings.

It will be seen from the subjoined reports of the two fatal cases that the men had trusted more to chance than to sound judgment and the ordinary means of security.

The first of the two fatal accidents happened to an experienced miner named John Stafford, by a fall of the working coal seam in the Anvil Creek Colliery on the 25th September. The Maitland District Coroner, T. W. Pearce, Esq., held a Coroner's inquest on the body at Greta, on the 26th, which I attended, after making a personal examination of the scene of the accident. The deceased worked mates with one John Barker in an ordinary 8 yards board, the coal seam 10 feet high, with a strong rock roof over it. At the time of the accident about 3 yards of the seam was undermined and partly removed up to a parting about 4½ feet high, and the upper part left hanging without anything to support it. In cross-examination Barker stated that they had suspected that the upper coal was unsafe, and that they had decided to set a prop under it, which they had in the place, as soon as deceased finished the coal skip he was then filling, but while so employed filling the skip, and before the prop was set, a quantity of the lower part of the overhanging coal fell on and killed him instantly. Barker farther owned that the accident was due to their own neglect in delaying to set the necessary prop, of which fact I think there can be no doubt. The Colliery Manager, Mr. William Green, in his evidence said that a day's supply of props, &c., is always kept at the pit bottom and sent to the miners when required. Verdict—"Accidental death," to which the following rider was added:—"The jury recommend the manager to keep a supply of props, &c., in each working place."

The second fatal accident happened to an experienced miner named David Brown, by a fall of the working coal in the New Wallsend Colliery on 20th November. The Newcastle District Coroner, F. J. Shaw, Esq., held a Coroner's inquest on the body on 21st, at Wallsend, which I attended, without, however, making my usual personal examination of the scene of the accident, as the jury deemed it quite unnecessary, after hearing the evidence of his mate and another miner, to adjourn the inquest for that purpose. It appears from the evidence given at the inquest by deceased's mate, William Davies, that the two men worked in an ordinary 8 yards board seam of coal, 8 feet high, working on the face of the coal. At the time they had about 6 feet in length of the butt-end of a facing about 5 feet in thickness on the left side of the board, the lower 3 feet of which was removed and the remaining 5 feet hanging without a single

single prop or sprag to support it, of which they had plenty in the place. The unfortunate man was wedging off some more of the lower part of the hanging block of coal, when the whole mass broke away from a crossfacing near the rib side and fell on him, by which he sustained such serious injuries that he died while being removed towards Wallsend for medical assistance. Verdict: "The jury find that the deceased, David Brown, met with his death by a fall of coal while at work in the New Wallsend Colliery, the said coal not having been sufficiently spragged by deceased."

Of the six serious bodily injuries or non-fatal cases two happened in the Wallsend pit—a leg fracture by a fall of coal, and a fracture of two ribs by a fall of stone roof; the third happened in the Waratah mine—leg fracture by the fall of a long prop; two happened in the Borehole pit—one, face and arm burnt and bruised through a shot hole exploding unexpectedly—the other, severe bruises on back and hip by a fall of coal; the sixth and last happened in the Mount Pleasant mine—leg fracture by a fall of coal.

Appended hereto is the usual classified list of fatal and non-fatal accidents.

I have, &c.,
THOMAS LEWIS,
 Inspector of Collieries.

A CLASSIFIED List of fatal and non-fatal Accidents in the New South Wales Collieries, for the Half-year ending the 31st day of December, 1874.

No	Date.	Colliery.	Name of Sufferer.	Occupation.	Remarks on nature and extent of Injuries.	Non-fatal.					Total Fatal.	Total Non-fatal.
						Fatal falls of coal.	Falls of coal.	Fall of stone roof.	Fall of prop.	Shot-hole explosion.		
1	2 July	Wallsend.....	David Wilkinson	Miner	Simple leg fracture; fall of working coal-seam ...	...	1	...	...	...	...	1
2	4 "	"	Patrick Griffin ...	"	Two ribs fractured; fall of stone roof .....	...	...	1	...	...	...	1
3	3 Aug.	Waratah	Thomas Conn ...	"	Leg fracture; falling of a long prop on it.....	...	...	...	1	...	...	1
4	15 "	Borehole	John Gray	"	Face and arm burnt and bruised; shot-hole explosion.	...	...	...	...	1	...	1
6	25 "	Mt. Pleasant ...	Andrew Hayer ...	"	Leg fracture; fall of working coal-seam .....	...	1	...	...	...	...	1
6	25 Sept.	Anvil Creek ...	John Stafford.....	"	Killed; fall of working coal-seam	1	...	...	...	...	1	...
7	20 Nov.	New Wallsend	David Brown.....	"	"	1	...	...	...	...	1	...
8	22 Dec.	Borehole	Thomas Wrixon...	"	Bruised on back and hip; fall of working coal-seam.	...	1	...	...	...	...	1
Total						2	3	1	1	1	2	6

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

RAILWAY EXTENSION INTO THE CITY.

(PETITION IN FAVOR OF—CITIZENS OF SYDNEY AND SUBURBS.)

Ordered by the Legislative Assembly to be printed, 8 April, 1875.

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

The humble Petition of the undersigned,—

SHOWETH:—

1. That your Petitioners are residents of Sydney and its suburbs.

2. That the rapid progress of the city tends to increase its excessive overcrowding, some portions of Sydney being already as densely peopled as any city in the world. The traffic in the narrow streets is so great as not only to be inconvenient but even dangerous, and this is caused in great measure by the suburban omnibuses, which would be superseded to a considerable extent by railway extension into the heart of the city. All classes of the community would benefit immensely by the extension of the railway to the centre of the city, but most of all the working man, if the trains were so arranged that he could go to his suburban home in the evening and return to his city work in the morning. Instead of having to pay a high rental for a close, ill-ventilated, unhealthy, tenement in a nasty stinking back street, he could have his suburban cottage in a nice healthy situation. The working man and his family would then be able to taste some of the enjoyments of life, such as improved health, greater strength and energy, which, with increased longevity, would be a clear gain to the community.

3. Your Petitioners are of opinion that the extension of the railway into the city would not only be conducive to the health, comfort, convenience, and morality of the citizens, but every member of the community, those who have produce to export as well as those who consume imported commodities, will all in a greater or less degree find the benefit of it, and as a mere investment it would be exceedingly profitable. From the want of a *rail* to the Circular Wharf all the *rails* imported from England have to be carted, and therefore the cost of the railway extension into the interior is increased *pro tanto*.

4. The experience of all countries has demonstrated the immense benefits of railway extension into the cities. The London and Blackwall Railway (when it was opened) reduced the cost of carriage from thirty-three shillings to seventeen shillings and fully one day saving in time. The returns of the Melbourne and Hobson's Bay United Railway Company show that the number of passengers carried by it for the half year ending thirtieth of June last amounted to six millions three hundred and forty-five thousand six hundred and nine.

Your Petitioners humbly pray that your Honorable House will take the matter of this most important petition into your most favourable consideration.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 3,990 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RAILWAY EXTENSION INTO THE CITY.

(PETITION IN FAVOUR—CITIZENS OF SYDNEY.)

Ordered by the Legislative Assembly to be printed, 25 June, 1875.

Railway Extension through the heart of the City, down to the Circular Quay.

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

The Petition of the undersigned inhabitants of Sydney,—

HUMBLY SHOWETH:—

That your Petitioners having observed that a measure for an extension of Railway into the city has been introduced during the present Session, respectfully submit for your consideration the extension not only into the city, but right through down to the Circular Quay; and believing that anything short of that will only tend to hamper the already over-crowded condition of the city, we sincerely hope it may please your Honorable House, while giving attention to other valuable suggestions, before pledging itself to any course, to cause engineering ability to investigate and report on this route.

Starting from the present railway station at Redfern, to cross Devonshire-street, the old Burial-ground, skirting Belmore Park, crossing the Markets, till reaching a point between Pitt and George Streets, on a viaduct, thence by an incline cutting or tunnel under Liverpool, Bathurst, and Park Streets, right by the Post Office (to go through the same when finished), crossing Hunter and Bridge Streets, passing between the old Commissariat Store and Guard House by a short incline eased by breaks and buffers, sweeping round the Circular Quay to Milson's Ferry, or by turn-tables, taking goods from one or half-a-dozen ships as the case may require.

It would supersede the necessity of a large central station, as each street could accommodate its own business.

Every traveller could get out where it best suited his convenience, in the heart of the city, or right through to the Circular Quay. Besides its enormous importance to the mercantile and shipping interests, it would create an immense business, and distribute it fairly among the citizens.

Being 15 or 20 feet above the ground, compensation could not be heavy, as the proprietor would be an immense gainer by having the line so close to his business, using the arch, getting a good wall to his premises, and being entirely out of the way of ordinary traffic, with a substantial bridge and station at each street, and splendid iron span crossing the court-yard of the Post Office, mounted on polished pillars, it would supplement its usefulness by giving a look of noble grandeur to our city, and improve the property over which it passed.

By bringing it down to the Circular Quay you would be giving a vast accommodation to a large and increasing population on the northern shores of our harbour, and exercising a wise and generous forethought for the daily, nay hourly accommodation of millions yet unborn.

Your Petitioners therefore pray that your Honorable House will take the foregoing Petition into your favourable consideration.

And your Petitioners will ever pray, &c.

[Here follow 127 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RAILWAY EXTENSION INTO THE CITY.

(PETITION AGAINST—INHABITANTS OF THE CITY OF SYDNEY.)

Ordered by the Legislative Assembly to be printed, 20 July, 1875.

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

The humble Petition of the undersigned the Inhabitants of the City of Sydney,—

RESPECTFULLY SHOWETH :—

That a survey having recently been made for the purpose of further extending the Railway into the city, we the undersigned respectfully urge upon your Honorable House that such extension is not desirable for the public interest or convenience, the present railway station having been recently erected with due regard for public use, at great cost to the Government, is most centrally situated, and easy of access from all parts of the city and suburbs; and, having in view the rapid increase of population and extension of the city southwards, your Petitioners respectfully submit is alone sufficient reason for its non-removal; and further, that the cost of railway extension into the city through valuable private property will entail enormous outlay, at small advantage to the community, and prejudicial to the interests of your Petitioners.

Your Petitioners therefore humbly pray that your Honorable House will take their case into consideration, and that they may be afforded such relief as to your Honorable House shall seem meet.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 942 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

RAILWAY FROM THE CLARENCE TO NEW ENGLAND.

(PETITION IN FAVOR OF—DELEGATES OF RICHMOND AND TWEED RIVERS LEAGUE.)

Ordered by the Legislative Assembly to be printed, 13 April, 1875.

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

The Petition of the undersigned Delegates of the Richmond and Tweed Rivers' League, appointed by authority conferred at Public Meetings,—

HUMBLY SHOWETH:—

That railway communication between New England and Clarence River, commencing at a navigable point on that river, would confer incalculable benefits upon the northern portion of the Colony, by enabling each district with facility to supply not only adjacent but also distant places with the agricultural and several productions peculiar to itself, and as being the means of opening up a vast extent of fertile land, the sale of which would in the course of a few years almost repay the cost of the undertaking.

That during a Session of Parliament, about two years ago, a motion to vote a sum of money for the commencement of such a work was, as your Petitioners have reason to believe, rejected solely in consequence of the route of the proposed line not having been surveyed.

That since that period trial surveys have been made by order of the Government, in consequence of which your Petitioners naturally presume that the necessity for such an undertaking has been tacitly acknowledged.

That in the event of such a work being undertaken, your Petitioners beg to represent that the terminus should be situated on the north bank of Clarence River, at or below Lawrence, or at Grafton; that the line should run thence by Travellers' Rest, distant from Lawrence 12 miles, and 25 from Grafton, to near Deep Creek Bridge, a further distance of 32 miles; thence following the valley of Deep Creek to Tabulam, 35 miles, from thence by the main road, 60 miles, to Tenterfield, on the tableland of New England and in the neighbourhood of the tin country, from whence railway lines could be carried to Stanthorpe, on the Queensland border, and to Glen Innes, in New England, on the south.

That in case Lawrence should be preferred as the Clarence terminus, a line might connect Grafton on one side with the main line, which on the other side should be connected with Richmond River by a line extending to the head of navigation on that river.

That this route, with the exception of 25 miles along the valley of Deep Creek, which portion would present no unusual difficulty, would follow main roads at present travelled over with facility by vehicles of every description.

That no other route by which the tableland of New England may be ascended can bear comparison with the one recommended by your Petitioners, as regards the extent of fertile well watered land through which the line could be taken, or can present the same convenience for economical construction, as well as an equal freedom from serious engineering difficulties.

That this line would run in the neighbourhood of reefs rich in gold, copper, and other minerals, for the profitable working of which economical and expeditious means of transit would afford incalculable advantages.

That large deposits of coal are known to exist in the Deep Creek ranges, by the utilization and development of which, independent of other considerations, an important saving might be effected in the working of the line prayed for.

That a vast amount of mineral wealth at present lies undeveloped, as large tracts of country abounding with tin in the neighbourhood of the Queensland border are unworkable from the want of the assistance carriage by rail would afford, and that annually a large trade is lost to this Colony through the opportunity presented by the railway in Queensland, where it was lately urged by the Minister for Public Works as a reason for the extension of the railway from Warwick to the border at Stanthorpe, that within the past twelve months upwards of one hundred thousand pounds worth of tin had passed from this Colony into Queensland for shipment.

That your Petitioners therefore humbly pray your Honorable House will be pleased to take these premises into your favourable consideration, and cause such portion of the route recommended as has not been comprised in any of the late trial surveys, to be carefully examined, and should it be found to be, as your Petitioners believe, available for railway purposes, your Petitioners pray that the route recommended by them be adopted, and that your Honorable House will direct such steps to be taken for the formation of a line of railway between Clarence River and New England, as to your Honorable House may appear expedient.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 7 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RAILWAYS.

(NUMBER AND CLASS OF MECHANICS EMPLOYED ON.)

Ordered by the Legislative Assembly to be printed, 30 April, 1875.

RETURN to an *Order* of the Honorable the Legislative Assembly of New South Wales, dated 1st April, 1875, That there be laid upon the Table of this House, a Return showing,—

“ (1.) The number of Skilled Labourers or Mechanics at present employed
“ by Government on the Railway Lines of this Colony, specifying the
“ number engaged at each trade, with the rates of wages and hours per
“ day worked in each branch of the Service.

“ (2.) A Return giving the like information with reference to Unskilled
“ Labourers.”

(*Mr. Cameron.*)

RAILWAYS.

Nature of Employment.	Number employed.	Rate of Wages.	Hours per day worked.	Nature of Employment.	Number employed.	Rate of Wages.	Hours per day worked.
Locomotive Branch.							
SKILLED.				SKILLED.			
		Per day				Per day.	
Foremen	1	17/6	8	Carrriage and Wagon Builders, &c.	1	13/-	10
	7	14/-	8	Examiner	2	12/-	10
	2	12/6	8	Examiners	1	10/2	8
Engine-drivers	7	15/-	12		1	10/-	Indefinite.
	19	15/-	10½	Examiner	3	10/-	8
	8	13/-	12		1	10/-	10
	19	13/-	10½		13	9/4	8
	5	11/-	12		7	9/-	8
	12	11/-	10½		9	8/8	8
Firemen Stationery	1	7/6	8		2	8/2	8
	3	10/-	12	Do Assistants ...	1	8/-	8
	5	10/-	11	Do. Apprentice ...	2	1/9	8
	7	9/-	12	Painters	1	12/-	8
	14	9/-	11		2	10/-	8
	9	8/-	12		2	9/4	8
	30	8/-	11		4	8/8	8
Pumpers	1	10/-	12		1	8/2	8
	2	10/-	9	Do. Assistant.....	3	7/-	8
	8	8/-	9½	"	3	6/6	8
	1	7/6	9½	"	1	5/-	8
	1	7/-	10	Do. Apprentices...	1	1/9	8
	4	7/-	9	"	2	1/-	8
	2	6/-	9	"	1	.....	8
Engine-fitters	1	11/4	8	Mechanics (Sundry)	1	12/-	8
	2	10/8	8		1	11/6	8
	6	10/6	8		2	10/8	8
	5	10/2	8		1	10/-	8
	3	10/-	8		1	9/4	8
	7	9/4	8		1	9/-	8
	1	8/4	8	Do. Apprentice...	1	.....	8
Do. Assistant.....	1	7/6	8	Labourers.....	1	9/-	8
"	1	7/-	8		1	8/-	8
"	1	6/-	8		1	7/6	8
Do. Apprentices..	2	5/-	8		1	.....	8
	3	.....	8		1	.....	8
Turners and Machinists	1	11/4	8		1	.....	8
	1	10/6	8		1	8/6	8
	1	10/-	8		1	7/6	8
	3	9/4	8		1	.....	8
	4	9/-	8		1	9/-	8
	1	8/8	8		1	8/-	8
	1	8/4	8		1	7/6	8
	3	8/-	8		1	.....	8
	3	7/6	8		1	.....	8
	3	7/-	8		1	.....	8
Do. Apprentices...	1	2/6	8		1	.....	8
"	2	1/9	8		1	.....	8
"	1	1/-	8		1	.....	8
"	4	.....	8		1	.....	8
Blacksmiths	1	14/-	8		1	.....	8
	3	11/-	8		7	7/6	8
	5	10/6	8		9	6/6	8
	1	10/2	8		11	6/-	8
	1	9/4	8		1	5/6	8
Strikers	1	10/-	8		1	5/-	8
	1	7/6	8		1	8/6	10
	5	7/-	8	Engine-cleaners	1	8/-	10
	7	6/6	8		1	8/-	9
Boiler-makers	1	11/6	8		1	8/-	9
	1	10/6	8		20	7/6	10
	1	10/-	8		27	7/-	10
	6	9/4	8		1	7/-	9
	4	9/-	8		15	6/6	9
Do. Assistants .	2	8/-	8		1	6/-	9
	4	7/6	8		1	5/6	10
	1	7/-	8		1	5/-	10
	7	6/6	8		1	2/6	10
	3	6/-	8	Fuelmen, &c.	1	9/-	12
Do. Boys	1	4/-	8		2	8/6	10
"	1	2/6	8		1	8/-	10
"	4	.....	8		15	7/6	10
					2	7/-	10

Nature of Employment.	Number employed.	Rate of Wages.	Hours per day worked.	Nature of Employment.	Number employed.	Rate of Wages.	Hours per day worked.
Permanent Way Branch.							
SKILLED.				SKILLED.			
Inspector of Bridges	1	15/-	10	Blacksmiths	1	12/6	8
Carpenters	1	12/-	9		1	12/-	8
	1	11/-	9		1	11/-	8
	20	10/-	9		1	8/6	8
	6	9/6	9		2	8/4	8
	2	9/-	9	Hammermen	1	7/6	9
	2	8/6	9		1	7/6	8
	1	8/-	9		1	7/-	9
	1	7/6	9		1	7/-	8
Bricklayers	1	7/-	9		1	6/6	8
	1	12/-	9		1	5/-	8
	1	11/-	9	UNSKILLED.			
	7	10/-	9	Acting Inspector	1	12/-	10
Slater	1	10/-	9	Inspecting Ganger	1	12/-	9
Masons	5	10/-	9	Gangers	5	9/-	9
	1	8/-	9		104	8/6	9
Plasterers	2	10/-	9	Labourers	2	7/6	9
Plumbers	2	10/-	9		428	7/-	9
Painters	2	10/-	9		3	6/-	9
	3	9/-	9	Boys	2	5/-	9
	1	8/6	9		8	4/-	9
	1	8/-	9		11	3/-	9
	3	7/-	9		1	1/6	9
Traffic Branch.							
SKILLED.				UNSKILLED.			
Guards	3	12/- per day	8 to 10	Porters	2	8/6 per day	10 to 14
	1	11/-	8 to 10		1	51/- per week	10 to 14
	17	10/-	8 to 10		7	8/- per day	11 to 15
	10	9/6	8 to 10		21	8/-	10 to 14
	5	9/-	8 to 10		5	48/- per week	10 to 14
	2	12/-	7 to 13		1	7/6 per day	11 to 15
	3	10/-	7 to 13		10	7/6	10 to 14
	3	60/- per week	7 to 13		17	7/-	11 to 15
	3	55/-	7 to 13		45	7/-	10 to 14
	1	9/- per day	7 to 13		1	35/- per week	10 to 14
Do. Assistant	1	48/- per week	7 to 13		2	6/6 per day	11 to 15
	1	8/6 per day	8 to 10		18	6/6	10 to 14
	11	8/-	8 to 10		1	6/6	10
	3	7/-	8 to 10		28	6/-	11 to 15
Yard Inspector	1	10/-	14		44	6/-	10 to 14
Signalmen	1	70/- per week	10 to 14		1	6/-	10
	1	60/-	10 to 14		1	30/- per week	10 to 14
	2	10/- per day	12	Watchmen	1	5/- per day	10 to 14
	1	55/- per week	10 to 14		3	8/-	12
	2	9/- per day	8		5	7/-	12
	2	48/- per week	10 to 14		1	35/- per week	12
	1	7/- per day	8	Gatekeepers	8	6/- per day	12
	1	6/-	10 to 14		1	7/6	12 to 15
	2	35/- per week	10 to 14		1	6/6	12 to 15
Shunters	1	5/10 per day	10 to 14		2	6/-	12 to 15
	1	60/- per week	14		1	36/- per week	12 to 15
	1	10/- per day	10		2	6/- per day	9 to 15
	3	8/-	10		9	35/- per week	12 to 15
	7	7/-	10		11	30/-	12 to 15
	3	6/-	10		1	30/-	9 to 15
Tarpaulin Repairers, &c. ...	1	5/-	10		1	23/-	12 to 15
	1	9/6	10		1	4/- per day	9 to 15
	1	8/-	10		1	21/- per week	12 to 15
	3	7/-	10		2	20/-	12 to 15
	6	6/-	10		3	15/-	9 to 15
Porters—Head	1	12/-	10 to 14		2	2/4 per day	9 to 15
	1	11/-	10 to 14		1	12/- per week	9 to 15
	2	10/-	10 to 14		3	1/9 per day	9 to 15
	1	10/-	11 to 15		3	10/- per week	12 to 15
	1	10/- per week	11 to 15		2	1/2 per day	9 to 15
UNSKILLED.				UNSKILLED.			
Porters	1	9/- per day	11 to 15	Messengers	2	1/-	9 to 15
	3	9/-	10 to 14		1	6/-	10
					1	35/- per week	10
Store Branch.							
UNSKILLED.				UNSKILLED.			
Foremen	2	10/-	9	Night Watchman	1	7/-	12
Tallyman	1	9/-	9	Labourers—Permanent	4	7/-	9
Issuer of Stores	1	8/-	9	Do Temporary	13	7/-	9

NOTE.—In the cases of Porters and Gatekeepers the hours named represent the hours they are at the Station; they do not actually work the whole time.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

ACCIDENTS ON RAILWAYS.

(STATISTICS FROM 1865 TO 30 APRIL, 1875.)

Ordered by the Legislative Assembly to be printed, 11 May, 1875.

RETURN showing the number and nature of the Accidents, and the Injuries to life and limb, which have occurred on the Great Southern, Western, and Northern Railways, from 1865 to 30th April, 1875, with names of persons killed and injured, and the amounts of compensation paid.

Date of Accident.	Line of Railway.	Persons Killed or Injured.				Servants of Department, &c., Killed or Injured.				Trespassers.		Amount of Compensation.	Names, nature, and cause of Accident.
		From causes beyond their own control.		From their own misconduct or want of caution.		From causes beyond their own control.		From their own misconduct or want of caution.		Killed.	Injured.		
		Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.				
1866.													
4 Jan.	N.	...	...	...	...	...	...	...	1	...	£ s. d.		Roy ran over by coal train; he ran in front of engine.
5 Feb.	"	...	...	...	...	...	...	...	1	...	.....		W. M'Gawan, porter at Newcastle; foot crushed whilst turning a truck on turn-table.
28 May	S.	...	...	...	...	...	...	1	...	...	.....		W. Poulton, guard at Redfern tunnel; fell, stepping from one truck to another.
12 Nov.	"	...	...	...	...	...	...	...	...	1	.....		Captain Baker; severely shaken; knocked down by engine on trial trip when he was crossing the line.
1867.													
13 Mar.	"	...	...	...	...	...	...	...	1	...	.....		Mead, porter, Parramatta Junction; broke his knee-cap; fell across rails when shunting.
25 "	"	...	...	...	...	...	...	...	1	...	.....		Jesse Jacobs, guard; leg taken off by slipping under the train at Sydney.
27 "	W.	...	...	...	...	...	...	...	1	...	.....		Mgt. Roberts; run over between Rooky Hill and South Creek.
29 June	S.	...	...	...	...	...	...	...	1	...	.....		Thompson, porter, Nattai; knee dislocated when unloading rails.
16 July	N.	...	...	...	1	...	...	...	...	...	.....		Goldring, telegraph line inspector; knocked off a truck by the end of a telegraph pole, which the men had thrown off.
7 Aug.	S.	...	...	1	...	...	...	...	...	...	.....		A. McLean; knocked down by engine at Redfern; toes cut off; died in Infirmary.
11 "	W.	...	...	...	...	...	...	...	1	...	.....		Hy. Woods, gatekeeper, Blacktown; arm broken; knocked down by engine.
11 Sept.	S.	...	...	...	...	...	...	...	1	...	.....		T. Williams; run over near Liverpool.
19 "	N.	...	...	...	...	...	...	...	...	1	.....		Hy. Parsons; crushed between coal trains, Newcastle Wharf; being deaf did not hear train.
24 Oct. 1868.	"	...	...	...	...	...	...	...	1	...	.....		J. B. McLean, porter, Newcastle; finger crushed whilst loading rails.
— Jan.	S.	1	...	...	...	...	...	...	...	...	2,047 19 9		Jas. Falconer; collision at Newtown.
"	"	...	1	...	...	...	...	...	...	...	10 0 0		E. Haviland; " injury to son
"	"	...	1	...	...	...	...	...	...	...	33 9 0		Hawkesford; "
"	"	...	1	...	...	...	...	...	...	...	30 0 0		Anderson; "
"	"	...	1	...	...	...	...	...	...	...	30 0 0		Helmers; "

Date of Accident.	Line of Railway.	Persons Killed or Injured.				Servants of Department, &c., Killed or Injured.				Trespassers.		Amount of Compensation.	Names, nature, and cause of Accident.
		From causes beyond their own control.		From their own misconduct or want of caution.		From causes beyond their own control.		From their own misconduct or want of caution.		Killed.	Injured.		
		Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.				
1868.											£ s. d.		
— Jan.	S.	...	1	...	...	...	...	...	...	...	50 0 0	M. A. Owens; collision at Newtown
"	"	...	1	...	...	...	...	...	...	...	20 0 0	F. Underwood; "
"	"	...	2	...	...	...	...	...	...	...	33 3 0	Mr. and Mrs. M. Brodie; "
"	"	...	1	...	...	...	...	...	...	...	8 18 6	Jas. Pearson; "
"	"	...	1	...	...	...	...	...	...	...	60 10 0	W. Stumpson; "
"	"	...	1	...	...	...	...	...	...	...	1,250 0 0	— Henderson; "
"	"	...	1	...	...	...	...	...	...	...	70 0 0	Wm. Jackson; "
"	"	...	1	...	...	...	...	...	...	...	50 0 0	Sophia Smith; "
"	"	...	1	...	...	...	...	...	...	...	100 0 0	Stephen Bunge; "
"	"	...	1	...	...	...	...	...	...	...	5 5 0	J. Lane; "
"	"	...	1	...	...	...	...	...	...	...	7 6 6	J. Harris; "
"	"	...	1	...	...	...	...	...	...	...	6 2 6	A. Willis; "
"	"	...	1	...	...	...	...	...	...	...	15 0 0	Mrs. Harnett; "
"	"	...	1	...	...	...	...	...	...	...	121 10 6	Geo. Ruttray; "
"	"	...	1	...	...	...	...	...	...	...	40 0 0	— Young; "
"	"	...	1	...	...	...	...	...	...	...	85 5 0	O. W. Breden; "
"	"	...	1	...	...	...	...	...	...	...	50 0 0	— Palfreyman; "
"	"	...	1	...	...	...	...	...	...	...	100 0 0	— Turner; "
"	"	...	1	...	...	...	...	...	...	...	100 0 0	D. McCall; "
"	"	...	1	...	...	...	...	...	...	...	25 0 0	E. Berthon; "
"	"	...	1	...	...	...	...	...	...	...	10 10 0	N. H. Eagar; "
"	"	...	1	...	...	...	...	...	...	...	14 7 0	— Kennedy; "
"	"	...	1	...	...	...	...	...	...	...	75 0 0	Jas. Dunnage; "
"	"	...	1	...	...	...	...	...	...	...	25 0 0	J. T. Bryant; "
"	"	...	1	...	...	...	...	...	...	...	50 0 0	G. S. Yarnton; "
"	"	...	1	...	...	...	...	...	...	...	106 6 0	— Allan; "
"	"	...	1	...	...	...	...	...	...	...	including costs 100 0 0	— Eccles; "
"	"	...	1	...	...	...	...	...	...	...	500 0 0	Alfred Smith; "
"	"	...	1	...	...	...	...	...	...	...	270 0 0	— Islip; "
"	"	...	1	...	...	...	...	...	...	...	50 0 0	— Brown; "
"	"	...	1	...	...	...	...	...	...	...	50 0 0	A. F. Fleay; "
3 Jan.	N.	...	...	...	...	...	...	1	...	...	.....	Engine-cleaner; crushed between engine-buffers, Honeysuckle Point.
3 Feb.	S.	...	...	...	1	...	...	...	...	...	.....	Bryce Jr.; fell off train at King's Crossing—travelling without a ticket.
23 "	"	...	...	...	...	...	...	1	...	...	.....	Matthews; run over near Mittagong.
23 Mar.	N.	...	...	...	...	...	...	...	1	...	.....	J. Harradine, porter; broke cap of knee—shunting.
16 July.	W.	...	...	...	...	...	...	...	1	...	.....	Man run over by train at Springwood.
22 Aug.	S.	...	...	...	...	...	...	...	1	...	.....	H. Sinclair; run over by ballast engine, Marulan.
4 Sept.	"	...	1	...	...	...	...	...	...	...	25 0 0	— Reynolds; collision between trains, Redfern Station.
4 "	"	...	1	...	...	...	...	...	...	...	20 0 0	Mrs. T. Jones; "
4 "	"	...	1	...	...	...	...	...	...	...	25 0 0	Jas Taylor; "
4 "	"	...	1	...	...	...	...	...	...	...	20 0 0	Rd. Rose; "
4 "	"	...	1	...	...	...	...	...	...	...	150 0 0	— Clarke; "
4 "	"	...	1	...	...	...	...	...	...	...	81 9 0	T. M. Kelly; "
4 "	"	...	1	...	...	...	...	...	...	...	40 0 0	— Leahow; "
4 "	"	...	3	...	...	...	...	...	...	...	250 0 0	Jno. Davis; " injury to wife and children.
4 "	"	...	1	...	...	...	...	...	...	...	1,000 0 0	Jas. Evans; "
4 "	"	...	1	...	...	...	...	...	...	...	80 5 0	D. Rechner; "
4 "	"	...	1	...	...	...	...	...	...	...	including costs 150 0 0	W. Simpson; "
1869.													
25 Mar.	"	...	...	...	...	...	...	...	1	...	.....	Watson; killed at Marulan—run over.
11 Aug.	"	...	...	...	...	...	...	...	1	...	.....	W. Marks, guard at Newtown; run over by train whilst shunting.
8 Dec.	"	...	...	...	...	...	...	...	1	...	.....	Woman killed—run over near Towrang; name not known.
1870.													
19 Feb.	W.	...	...	...	...	...	...	1	...	...	.....	— Waring, fireman; leg cut off whilst trying to stay the train on Zig Zag by sanding.
21 Mar.	"	...	...	...	...	...	...	...	1	...	.....	Porter; leg injured whilst shunting at Bowenfels.
22 "	"	...	...	...	...	...	...	...	1	...	.....	— Porter; foot hurt—timber fell on it—Bowenfels.
2 April	S.	...	...	...	...	...	...	...	1	...	.....	H. Ludford, guard; foot cut off—slipped off brake.
— July.	W.	...	1	...	...	...	...	...	...	...	15 0 0	J. Clegg, injured at Lithgow Valley; concussion of carriages.
1871.													
20 Feb.	N.	1	Sailor; struck by engine, whilst walking on line at Ironbark Bridge; name not known.	
26 Mar.	W.	1	Mrs. McDermott; run over at Blacktown.	

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		From causes beyond their own control.		From their own misconduct or want of caution.		From causes beyond their own control.		From their own misconduct or want of caution.		Killed.	Injured.		
		Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.				
1871.											£ s. d.		
2 April	W.	...	...	...	...	...	...	1	...	...	.....	— Jaffrey, porter; broke his arm when loading horses at Rydal.
18 "	"	...	...	...	...	...	...	1	...	...	.....	G. Boleyn, porter; injured his finger whilst shunting at Rydal.
2 June	N.	...	...	...	...	...	...	...	1	...	.....	Man run over; asleep on line near Woodford.
19 Aug.	W.	1	1	...	...	...	...	...	...	...	200 0 0	Boy, E. Jansen; killed by train running into horse and cart at Callaghan's gate—Mrs. Innes injured.
22 "	N.	...	...	...	1	...	...	...	...	...	1,127 10 8 Including costs.	Man's foot injured whilst attempting to get into carriage when in motion; name not known.
3 Oct.	S.	...	...	...	1	...	...	...	...	...	.....	Mrs. Cope; fell out of carriage at Burwood.
16 "	W.	...	...	...	...	...	...	1	...	...	.....	Porter at Wallerawang; hand jammed between buffers whilst shunting.
27 "	S.	...	...	...	...	...	...	1	...	...	.....	Porter; hand injured; he fell when unloading goods at Goulburn.
7 Dec.	"	...	...	...	...	...	...	1	...	...	100 0 0	Porter Paris; killed; jammed between buffers and stops at Redfern Station.
1872.											Gratuity to widow.		
24 Sept.	"	...	...	...	...	...	...	1	...	...	.....	Jno. Dwyer, storeman, Sydney; knocked down by train when going through tunnel.
1873.													
1 Mar.	"	...	...	...	...	...	...	1	...	...	.....	Hy. Clarkson, porter; hand injured whilst unloading trucks.
8 June	N.	...	...	...	...	1	...	...	...	...	100 0 0	A. M'Govern, porter; crushed between trucks at Murrurundi.
26 "	S.	...	...	...	...	...	...	...	1	...	.....	W. J. Duffy; knocked down by train at Newtown Station when he attempted to cross the line.
12 Aug.	"	...	...	...	...	...	...	1	...	...	.....	— Fleming; Per-way; knocked down by Special Train.
11 Sept.	"	...	...	...	...	...	...	1	...	...	.....	George Bourke, porter, Sydney; injured his head, attempting to step from brake-van to a carriage.
13 "	N.	...	...	...	...	...	...	1	...	...	.....	Alfred Radford, horse-shunter; caught by chain and buffer.
17 Oct.	"	...	...	...	...	...	...	1	...	...	.....	Jas. Doherty, shunter; in jumping on to coal wagon foot slipped and wheel went over it.
1874.													
12 Feb.	"	...	...	...	...	1	...	...	...	...	.....	Joseph Squires; whilst loading wheels and axles, plank broke, throwing pairs wheels on to his thigh and broke it.
16 "	"	...	...	...	...	...	...	1	...	...	.....	Guard Sullivan; fell and broke two ribs.
19 "	W.	...	...	...	...	...	...	1	...	...	.....	Josh. Finch, shunter, Raglan; two fingers broken while shunting.
7 Mar.	"	...	...	...	...	...	...	1	...	...	.....	Hy. Clarkson, assistant guard, jaw broken while putting in a sprag.
11 "	N.	...	1	...	...	...	...	...	...	...	.....	W. T. M'Can; run over when crossing line.
10 April	S.	...	...	...	...	...	...	1	...	...	.....	Wm. Hartley, shunter, Sydney; jammed between buffers.
15 "	N.	...	...	...	...	...	...	1	...	...	.....	Porter Swan; hurt knee-cap when spragging a horse-box.
21 "	W.	...	...	...	...	...	...	1	...	...	*100 0 0	Wm. Lutton, guard; killed at South Creek, when shunting.
22 "	S.	...	...	...	...	...	...	1	...	...	.....	Shepherd Howarth, porter; hand crushed while shunting.
1 May	"	...	...	...	...	...	...	...	1	...	.....	Francis Mahoney; crushed between trucks.
11 "	"	...	...	...	...	...	...	1	...	...	.....	— Webster, pumper, Menangle; run over by train asleep.
21 "	"	...	...	...	...	...	...	1	...	...	.....	Jno. Kelly, porter; injured while shunting.
29 "	N.	...	...	...	...	...	...	1	...	...	*100 0 0	Porter Williamson; run over at Honeyuckle Point.
24 July	S.	...	...	...	...	...	...	1	...	...	.....	— M'Guinness; foot hurt crossing line.
4 Aug.	N.	...	...	...	...	...	...	1	...	...	.....	Porter Fitness; knocked down by engine.
12 June	"	...	1	...	...	...	...	...	...	...	8 8 0	C. Smith; collision at Newcastle.
"	"	...	1	...	...	...	...	...	...	...	20 0 0	F. Richardson; collision at Newcastle.
"	"	...	1	...	...	...	...	...	...	...	50 0 0	H. Drudge; do.
"	"	...	1	...	...	...	...	...	...	...	20 0 0	E. Bunch; do.
"	"	...	1	...	...	...	...	...	...	...	30 0 0	J. Clift; do.
"	"	...	1	...	...	...	...	...	...	...	5 0 0	R. Kinder; do.
"	"	...	1	...	...	...	...	...	...	...	50 0 0	— Bauham; do.

* Voted on Estimates for 1875 as gratuity to widow.

Date of Accident.	Line of Railway.	Persons Killed or Injured.				Servants of Department, &c., Killed or Injured.				Trespassers.		Amount of Compensation	Names, nature, and cause of Accident.
		From causes beyond their own control.		From their own misconduct or want of caution.		From causes beyond their own control.		From their own misconduct or want of caution.		Killed.	Injured.		
		Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.				
1874.												£ s. d.	
12 June	N.	...	1	...	...	...	...	...	...	...	...	Not settled	--Thornton; Collision at Newcastle
"	"	...	1	...	...	...	...	...	...	...	...	125 0 0	--Perry; do.
"	"	...	2	...	...	...	...	...	...	...	...	125 0 0	Mr and Mrs. Boyce; do.
17 Aug.	"	...	...	1	...	...	...	...	...	...	...	.....	J. G. Cressy; run over by coal tram.
21 "	"	...	...	1	...	...	...	...	...	...	...	.....	Adam Fullerton; knocked down by coal tram.
1 Sept.	S.	...	...	...	...	1	...	...	...	...	...	.....	Sydney Newton; Per.-way man; leg hurt; goods train ran into ballast train with too much force.
"	"	...	...	...	...	1	...	...	...	...	...	.....	Frank Smith; do.
"	"	...	...	...	...	1	...	...	...	...	...	.....	William Muir; do.
"	"	...	...	...	...	1	...	...	...	...	...	.....	John Rixon; do.
4 "	N.	...	...	1	...	...	...	...	...	...	...	.....	Name not known; do.
27 Oct.	"	...	...	1	...	...	...	...	...	...	...	.....	James Fuller; run over at Perkins' Crossing, Newcastle.
10 Nov.	S.	...	...	...	...	...	1	...	...	...	...	.....	George Danders, sailor; run over, Newcastle
18 "	"	...	...	...	...	...	...	1	...	...	...	.....	James Wickham; killed whilst shunting at Goulburn.
29 Dec. 1875.	"	...	...	...	...	...	1	...	...	...	...	.....	William Wells; ribs broken in attempting to jump on train.
21 Jan.	"	...	...	...	...	...	...	1	...	...	...	.....	Anthony McGuire; killed when crossing line, Redfern.
8 Feb.	"	...	...	...	...	...	...	1	...	...	...	.....	John Hawkins, shunter, Goulburn; knee injured, struck by hand-spike
9 "	W.	...	...	...	...	...	...	...	...	1	...	.....	Richard Cox, junr., shunter, Goulburn; head injured, struck it against hay gauge.
11 Mar.	S.	...	...	...	...	...	...	1	...	...	...	.....	Hubert Brady, a carrier; jammed between buffers of truck.
"	N.	...	...	...	...	...	...	1	...	...	...	.....	Frank Bull, porter, Newtown; leg cut off, slipped off truck.
7 April	"	...	...	...	...	...	...	1	...	...	...	.....	James Tracy, shunter; while uncoupling wagons in motion, fell, the wheel passing over his body.
		...	...	...	...	...	...	...	...	...	...	.....	William Sadler, coal guard; foot slipped in attempting to jump on to wagon; leg amputated.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

RAILWAY IRON.

(REPORT ON QUALITY OF IRON CASTINGS, &c.)

Ordered by the Legislative Assembly to be printed, 26 May, 1875.

MESSRS. STRUTH, BROWN, AND RUSSELL, to THE COMMISSIONER FOR RAILWAYS.

Sydney, 14 May, 1875.

SIR,

In compliance with the instructions of the Honorable the Minister for Public Works, conveyed to us in your letter of the 2nd April, No. 412, in which you request us to extend our inquiry to the quality of the fastenings, spikes, screws, fish-plates, and bolts and nuts, supplied by the Patent Nut & Bolt Company, the Ebbw Vale Iron Company, and the Darlington Iron Company, for the extension from Goulburn to Yass, we have now the honor of submitting the following report.

2. We had several cases of bolts and nuts, spikes, screws, and fish-plates, sent from the Railway Station, Sydney, to the works of Messrs. P. N. Russell & Co., and which were carefully tested under our immediate supervision, with the following result:—

“One case screws, marked P.N.& B.Co. over 334.” We cut several of the heads, both cold and hot, and find the same are solid, and not welded on. The iron is of fair quality, but would not stand the test as specified in clause 1 of the specification. The samples tested we forward herewith.

“One case spikes, No. 803, P.N.& B.Co. over 342.” We find the heads are solid, but have been forged out of round iron and doubled down to form the head, and not forged out of square iron, as is usual. The iron is of fair quality, but would not stand the test as specified in clause 1 of the specification. The samples tested we forward herewith.

“One case bolts and nuts, marked P.N.& B.Co. over 27.” We find the bolts are well made, and the iron is of fair quality, but would not stand the test as specified in clause 1 of the specification. The samples tested we forward herewith.

“One case fish-plates, marked D.I.Co.” In this case we found one plate of fair quality, sample No. 4, bent to an angle of 45 degrees, and then straightened, exhibiting a fracture at the back; sample No. 5 is of good fibrous iron; the quality of iron in samples Nos. 3 and 6 is rather coarse and little fibre. The samples tested we forward herewith.

We tested three fish-plates, marked E.V. 74, as per samples Nos. 7, 8, and 9, forwarded herewith. These we find vary in quality, and we consider them as a fair sample of the whole.

3. We also examined the fish-plates, bolts and nuts, screws, and spikes, that are now being used on the extension “Goulburn to Yass,” and found as follows:—

The fish-plates marked D.I.Co. have been principally used. We broke several of them and found the iron very bad, some breaking under the blow of a hammer without being nicked. (See samples marked Nos. 1 and 2, forwarded herewith.)

The bolts and nuts, screws, and spikes, we found similar to those we had tested in Sydney.

4. From the foregoing tests we are compelled to state that the fish-plates, bolts and nuts, spikes, and screws, as supplied by the respective Companies referred to, have not been manufactured in strict accordance with the specification for the supply of same.

We have, &c.,

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

RAILWAY RAILS.

(REPORT ON QUALITY OF, SUPPLIED BY THE PARK GATE IRON COMPANY.)

Ordered by the Legislative Assembly to be printed, 26 May, 1875.

MESSRS. STRUTH, BROWN, AND RUSSELL TO THE COMMISSIONER FOR RAILWAYS.

Sydney, 14 May, 1875.

SIR,

In compliance with the instructions of the Honorable the Minister for Public Works, conveyed to us in your letter of the 12th March, 1875 (No. 75-325), in which you state that it was his desire to obtain from skilled persons, not in the employ of the Government, a report as to the quality and condition of certain rails which have been supplied by the Park Gate Iron Company to the Railway Department, and whether the same are in accordance with the specification under which they were ordered,—we have now the honor of submitting the following report.

2. The course adopted by us in this investigation has been as follows, viz. :—

- (a.) To subject a number of the rails, taken indiscriminately, to the tests referred to in the specification under which they were made, and the tabulated result of these experiments, will be found in Appendices A, B, and C.
- (b.) To examine those particular rails which had been laid down on the permanent-way of the existing lines of railway, and which it was asserted had in a very short period of time either required to be turned or removed as utterly unserviceable, and subject them to additional tests.
- (c.) To examine those gentlemen in the Colony, who from their experience in iron manufacture, we considered capable of giving an authoritative opinion on the subject of our inquiry; and the reports of these gentlemen, together with their evidence, will be found in Appendices D, E, F, G, and H. We also called upon the Engineer in charge of the Permanent-way of the Southern and Western Lines, the Superintendent of Permanent-way of the Northern Railway, and the Resident Engineer on the Goulburn Extension, for reports. (See Appendices I, J, and K.)
- (d.) Personally to examine the fifteen miles of rails which have been laid down on the Southern Extension, and subjected to five months of actual traffic by the contractor in the conveyance of permanent-way material, water, ballast, &c.
- (e.) Also with the view of ascertaining the general condition of the rails, and whether they had been properly straightened, &c., before leaving the works; to make a careful inspection of all the stacks of these rails now at the Sydney Railway Station, testing several as a fair sample of the whole. (See Appendix L.)

3. With regard to the first portion of our inquiry, we may state that ten rails were taken indiscriminately from ten stacks lying at the Redfern Station, each having the brand of the Park Gate Company upon it, and these were submitted to carefully conducted experiments under our immediate supervision, at the works of Messrs. P. N. Russell and Co., of this city.

4. In clause 16 of the specification it is stated that the rails are to be subjected to the following tests :—

“The rail to be placed with the head upwards on two solidly bedded iron supports, placed 3ft. 6 in. apart in the clear, and to support in the centre, for a space of five minutes, a weight of 12 tons, without showing any permanent deflection after removal of the weight. The rail must then, under the same conditions, support a weight of 30 tons without fracture. The rail is then to be nicked round and broken in the straightening press with the head downwards. The fracture thus obtained must show a fine granular homogeneous texture in the head down to the shoulder—the web and flange must exhibit a clean fibrous fracture, and there must be no signs of imperfect welding or other defects.

“One of the two portions of the rail to be then laid down with the head upwards on iron supports, 3 ft. 6 in. apart in the clear, fixed on solid foundations, and subjected to one blow of an iron weight of 10 cwt., falling from a height of 7 feet. The rail must show no signs of fracture after this test.”

5. We have, as will be seen by the annexed tabular statements, Appendices A, B, and C, closely followed the modes above prescribed for testing the rails. All the rails experimented upon withstood satisfactorily the test of supporting a weight of 12 tons, between supports of 3 ft. 6 in. apart, without any permanent deflection being occasioned thereby, but it will be observed that several of the rails were fractured before the loading by actual weight or the pressure from the hydraulic press reached the specified weight they were to withstand of 30 tons, breaking in every case short off, more like a piece of cast than malleable iron.

6. After nicking them round, the rails broke at a pressure varying from 13 to 22 tons, and the fractures invariably exhibited a coarse crystalline grain on the head, web, and flange, and little or no fibre was observable in the flange or web, which contained a large quantity of dirt, proving clearly to us that the iron throughout employed in their construction had not been properly worked, nor was of the quality specified in clauses 7, 8, 9, and 10, which states that—

“The slab for forming the head of the rail to be made of the best mine iron, specially selected for hardness and toughness and made into a bloom thoroughly and closely worked together on all sides under the hammer, then re-heated to a welding heat, and rolled into a bar of 9 in. wide and 2 in. thick. This slab must in all cases be the full length and width of the pile.

“The slab and side pieces for forming the flange and shoulder to be of the best quality of No. 2 iron, such as shall produce a strong, tough, fibrous iron. The intermediate bars are to be made of such a mixture of ores, being all mine iron, as shall produce good strong, tough, puddled iron of the best quality for the purpose, and not exceeding $\frac{3}{4}$ of an inch in thickness, and of such widths as properly to break joint.

“This pile, 9 inches x 10 inches, is to be rolled into a bloom, which is to be reheated to a welding heat and then rolled into a rail.”

7. When subjecting the rails to the test of a weight of 10 cwt., falling a distance of 7 feet, as per specification, we found that four out of the eleven exhibited slight fractures, as will be seen by the tabular statement of the experiments in Appendix B, a result which is in our opinion an additional proof of imperfect manufacture.

8. In order to obtain further proof regarding the quality of the iron of which these rails were composed, and as to the mode of piling and working, which had been adopted in their manufacture, we had several pieces cut from the rails, the ends planed up and placed in a solution of strong acid, which had an effect of destroying the inferior parts of the iron in a manner that will be better understood by a reference to the prints we had taken from them, as shown in Appendix M. The samples or pieces of rail are also forwarded herewith.

9. With the view of obtaining some information with regard to the way these rails withstood in actual practice the ordinary wear and tear of the traffic when laid down on the existing lines, we availed ourselves of the power vested in us by the Honorable the Minister for Public Works, and communicated direct with the engineer, who is in immediate charge of the permanent-way of the Southern and Western Railways, and we were favoured with the memorandum from Mr. William Mason, C.E., which will be found in Appendix J. This return, it will be observed, shows that out of ten rails laid down in the Sydney yard on the 28th of last September, one had to be reversed in a little over six weeks, two in ten weeks, two in a little under five months, and one in twenty-two weeks, while three had to be renewed in about seventeen weeks and another in twenty-two weeks.

10. It will be gathered from Mr. Bewick's report (Appendix J) what his short experience of these rails has been where laid down in the Newcastle yard of the Northern Railway. He states, that two placed where the traffic was exceptionally heavy had been “completely worn out” in seven weeks, and others in from two to eight months, but adds that there is considerable difference in the quality of the rails, some as yet showing no signs of giving way.

11. When we state that the average “life” of iron rails in England on those portions of the lines where there is an ordinary amount of traffic is about 10 years, in and near London it is from 2 to 3 years, on the Continent from 12 to 15 years, and in Sweden with less traffic than in England, from 15 to 18 years, and that in this Colony some of the Barlow rails, laid down between Sydney and Parramatta, were down 14 or 15 years, the results given by Messrs. Mason and Bewick scarcely require any comment from us. We have seen the rails referred to by these gentlemen, and knowing how impossible it is that any very great mistake as regards time could have been made, from the fact that the rails have not been much longer in the Colony, we must express our great surprise at the very unsatisfactory quality of the rails to produce such results.

12. We examined the rails referred to in the reports of Messrs. Mason and Bewick as having been taken up and condemned as perfectly useless, and found that the heads appeared completely crushed in, that they were split up longitudinally, and exhibited great exfoliation on the surface, thus proving by the test of actual wear that both the metal of which they were composed was not of the best, or had it been worked in accordance with the terms of the specification.

13. We both examined and obtained reports (see Appendices D, C, F, G, and H) from Mr. Thomas Bladen, Manager of the Pymont Bridge Ironworks, Sydney; Mr. S. B. Daniell, late Assistant Manager at Messrs. Sharp, Stewart, and Company's, of Manchester; Mr. Thomas Francis; Mr. Enoch Hughes, Manager of the Lithgow Valley Ironworks; and Mr. David Smith, Manager of the Fitzroy Ironworks Company, at Nattai. All these gentlemen have had great experience in iron manufacture, and two have, in addition, been practically engaged in the making of rails. Their reports speak for themselves, and we would only observe that they fully bear out the opinion we had come to as to the inferior quality of these rails.

14. As the best test for rails is that of actual wear from traffic running over them, we considered it most important that we should visit and inspect the 15 miles of line which has been laid with these rails during the last five months on the southern extension between Goulburn and Yass, and we may state that a better constructed piece of permanent-way we have never previously witnessed. At the commencement of the single-headed or flange rails, supplied by the Park Gate Iron Company, and up to 134 miles 20 chains, we found a number of the rails flattening on the head, and giving signs of shelling off at the edges, although they have only been in use some five months for ballasting and conveying the permanent-way material to the works in progress. Some of the rails had flattened on the head $\frac{1}{32}$ of an inch, and the joints closing from $\frac{1}{8}$ of an inch to $\frac{3}{16}$ of an inch. The traffic consists of the Contractor's engine,

engine, 15 tons, and four trucks, each loaded with 5 tons of rails, running once a day, and returning with ballast. The Government goods engine has also been running for water over this portion of the Line, for a distance of about 2 miles from Goulburn, once a day for about six weeks. We forward herewith a sample of the shelling which we took from off the rails. The contractor's engine, with the four trucks, at present runs once a day, with about 20 tons of rails or sleepers, for about 15 miles. The ballast wagons, about four times a day for short distances of from 2 to 3 miles, have been running for about four months. Eight miles from Goulburn we inspected several rails laid on a gradient, that have only been in use for about two months, and found that they were very much flattened on the head, and shelling off considerably.

15. At the end of the Line, about 15 miles from Goulburn, we inspected a large number of these rails on the ground, and found them all more or less buckled and twisted, which will necessitate their being straightened before they can be put in the work, involving the expense of unloading from the trucks at the straightening press, straightening and hammering, and reloading to be conveyed to their destination—all of which we estimate will cost from £45 to £50 per mile. We also found that many of the rails were wider on the flange than others, so that the sleepers had to be cut to allow them to go into the notch prepared by the machine for that purpose.

The twisted rails when screwed down on the sleepers threw the head out of line. We remained at the straightening press and saw two rails straightened and hammered; one required twelve pinches vertically, and twenty-six sideways, which took twenty-six minutes time of four men; the other required nineteen pinches and fourteen minutes time. The average number of pinches required to straighten the rails are twenty, and the time twenty-three minutes, or twenty-six rails per day, with one press and four men.

16. We inspected a 21 feet rail that had been broken across the head in straightening at the inner bolt-hole. The fracture showed the iron at the head to be more like cast than malleable iron, a coarse grain, and short. The flange, however, was of good fibrous iron, of a much better quality than any of those tested by us in Sydney. (See sample.) Another, which broke off at about 2 feet from the end, when undergoing the operation of straightening, exhibited on the contrary a very coarse iron, with no fibre. We were informed by the contractor, Mr. D. Williams, that about twenty of these rails had then been broken up to this date (30th April). Our inspection fully bears out the statement of the resident engineer (Mr. Firth) "that 75 per cent. of the rails require straightening before being laid down." (See Appendix K.)

17. We also held a survey on a quantity of these rails that were lying at the Railway Station, Sydney, and found a large number of them were buckled and slightly twisted; and we are of opinion that the same were never properly straightened previous to leaving the Company's works. The results of our testing a few of these rails will be found in Appendix L.

18. Having given very careful consideration to the whole subject of our inquiry, we are constrained to state, that we consider the rails manufactured by the Park Gate Iron Company to be of a very inferior quality. That the iron of which they are composed, although perhaps of a fair quality originally is very impure and badly worked; and it is our opinion that very few would last twelve months if laid down on the permanent-way of our existing lines of railways.

We find that the specification has been carefully drawn up with a full knowledge of all the requirements in the manufacture of this class of rail, and that had it been strictly adhered to in this case there could have been no possibility of any cause of complaint, either as regards the make of the rails or the quality of the iron of which they were composed.

We have, &c.,
 JOHN STRUTH.
 ALEX. BROWN.
 JOHN RUSSELL.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RAILWAYS.

(CORRESPONDENCE ON SUBJECT OF RAILS, ETC., FOR THE RAILWAY EXTENSIONS, AND REPORTS, ETC., UPON THE DEFECTIVE RAILS SUPPLIED BY THE PARK GATE IRON COMPANY.)

Ordered by the Legislative Assembly to be printed, 21 July, 1875.

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RAILWAYS.

No. 1.

THE ENGINEER-IN-CHIEF TO THE COMMISSIONER.

Department of Public Works,
 Railway Branch,
 Engineer's Office,
 Sydney, 5 May, 1873.

Rails for the proposed Extensions to Wagga Wagga, Orange, and Tamworth.

BEFORE preparing the necessary indents for the permanent way materials required for the Extensions from Goulburn to Yass, Bathurst to Orange, and Murrurundi to Tamworth, I feel it to be my duty to call the Commissioner's serious attention to my report dated the 4th November, 1872, a copy of which is appended. See Appendix A. In that report I propose, with a view of making a fair comparison of the cost of these extensions on gauges of 4' 8½" and 3' 6", to lay down a rail of 40 lbs. to the yard, but add that "although I do not approve of a rail of this weight being used on either gauge, still if it be advisable to use it on a gauge of 3' 6", it is equally advisable to adopt it on a gauge of 4' 8½".

In that report I give at length my reasons for not adopting the 3' 6" gauge. I urge the desirability of constructing the Southern Railway throughout as a first class line, and point out that when the formation of the country necessitates the adoption of gradients as steep as 1 in 40, rails of 40 lbs. to the yard, and engines of 18 tons weight, are neither economical nor desirable.

I stated in my report dated 5th August, 1870, that on the Lucknow and Cawnpore Railway in India, rails 40 lbs. to the yard had been laid down and the line worked by locomotives, but that these rails failed within twelve months of the opening of the line.

The Melbourne and Hobson's Bay Railway was laid in the first instance with rails weighing 55 lbs. per yard.

The weight of the engines used on this line was under 25 tons, yet these rails failed in less than three years.

The line was relaid about fourteen years ago with rails weighing 75 lbs. per yard; and these were, a year ago, in good order.

The St. Kilda branch of the Hobson's Bay Railway was laid in 1857 with rails weighing 55 lbs. to the yard, on longitudinal sleepers, yet in less than two years these rails had to be taken up, and the line was relaid with rails weighing 75 lbs. and 80 lbs. per yard, which a year ago were in good condition.

Other instances might be adduced which would further tend to show that a rail weighing 40 lbs. to the yard has not been satisfactory, and that rails even of 55 lbs. per yard have had to be replaced in two years.

The recommendation in my report dated 4th November, 1872, was that no rail should be used of a less weight than 70 lbs. per yard. This rail would be *single-headed*, and fixed to the sleepers without chairs, thus effecting a considerable saving in first cost as compared with a 75 lb. double-headed rail with chairs, such as are now used on the existing lines, as will be seen by reference to the following table:—

COMPARATIVE Cost of Ironwork for One Mile of Permanent Way with Rails of the undermentioned weights.

	Double-headed Rails, 75 lbs per yard.			Single-headed Rails, 70 lbs. per yard.			Single-headed Rails, 40 lbs. per yard.		
	Quantity.	Rate.	Cost.	Quantity.	Rate.	Cost.	Quantity.	Rate.	Cost.
	Tons c. q. lbs.	£	£ s. d.	Tons c. q. lbs.	£	£ s. d.	Tons c. q. lbs.	£	£ s. d.
Rails	117 17 0 16	12	1,414 5 8	110 0 0 0	12	1,320 0 0	62 17 0 6	12	754 4 7
Chairs	40 17 0 16	9 10	388 2 9	.....	.....	.....	.....	.....	.....
Spikes	3 2 3 12	17	53 8 9	.....	.....	.....	.....	.....	.....
Fish Plates	5 0 1 12	17	85 5 11	4 13 1 14	17	79 7 8	2 13 1 21	17	46 8 5
Bolts & Nuts for do.	1 5 0 23	17	21 8 4	1 5 0 23	17	21 8 4	0 15 3 0	17	13 7 9
Dog Spikes .....	.....	.....	.....	2 7 0 16	17	40 1 3	1 12 2 0	17	27 12 6
			1,962 11 5			1,460 16 10			840 13 3
33½ per cent. added to this amount for additional cost of materials since 10th Aug., 1870. }	.....	.....	654 3 10	.....	.....	486 18 11	.....	.....	280 4 5
Total Cost		£	2,616 15 3			1,947 15 9			1,120 17 8

This shows a difference in first cost between a 70-lb. *single-headed* rail and a 75-lb. *double-headed* rail of £669 per mile, and between a 70-lb. rail and a 40-lb. rail of £827 per mile; also a difference between a rail of 75 lbs. per yard, double-headed, including chairs, and a rail of 40 lbs. to the yard, single-headed, of £1,496 per mile.

These differences are, however, confined solely to first cost, as the 40-lb. rail, with the engines at present in use, would be of no service whatever. The 70-lb. rail, single-headed, can have but half the life of a double-headed rail; and consequently, would require replacing in one-half the time that it would be necessary to renew the double-headed rail weighing 75 lbs. per yard.

At

At the present time there is in the Colony, and ordered, sufficient engine power to work the Southern line to Yass; but if a 40-lb. rail be used on that extension, new engines of a lighter construction must be purchased, at a cost of, at least, £25,000.

The following return showing the total number of rails turned, renewed, and broken, on the Southern and Western Railways, since the dates of opening for public traffic, will clearly point out the great economy in using the double-headed rail.

I have not included in this return the length between Sydney and the Parramatta Junction, as this portion has been only recently relaid with the double-headed rail, and the original Barlow rail removed.

STATEMENT showing the Number of Permanent Way Rails turned and renewed from the opening of the various Extensions to the 31st December, 1872.

Extensions.	Length.	Date when opened for Traffic.	Time opened for Traffic up to 31 December, 1872.	Rails.		
				Number turned	Number renewed.	Broken.*
<i>Great Southern Railway—</i>						
	mils. chs.		yrs. mths			
Parramatta Junction to Liverpool	8 68	26 Sept., 1856 ...	16 3	219	3	2
Liverpool to Campbelltown	11 65	17 May, 1858 ...	14 7½	71	7	2
Campbelltown to Menangle	6 50	1 Sept., 1862 ...	10 4	16	7	6
Menangle to Picton	12 28	1 July, 1863 ...	9 6	60	.....	.....
Picton to Mittagong	23 75	1 Mar., 1867 ...	5 10	60	6	5
Mittagong to Sutton Forest	8 62	2 Dec., 1867 ...	5 0	10	3	2
Sutton Forest to Marulan	28 57	6 Aug., 1868 ...	4 4	25	8	7
Marulan to Goulburn	19 73	27 May, 1869 ...	3 7	15	7	5
				476	41	29
<i>Great Western Railway—</i>						
Parramatta Junction to Blacktown	8 24	4 July, 1860 ...	12 6	61	18	1
Blacktown to Rooty Hill	3 66	12 Dec., 1861 ...	11 0½	8	2	2
Rooty Hill to South Creek	3 75	1 May, 1862 ...	10 8	10	2	1
South Creek to Penrith	4 66	7 July, 1862 ...	10 6	151	60	.....
Penrith to Weatherboard	27 70	11 July, 1867 ...	5 5½	993	15	.....
Weatherboard to Mount Victoria	14 70	1 May, 1868 ...	4 8	163	5	2
Mount Victoria to Bowenfels	19 49	18 Oct., 1869 ...	3 2½	73	9	7
Bowenfels to Wallerawang	7 46	1 Mar., 1870 ...	2 10	14	.....	.....
Wallerawang to Rydal	6 11	1 July, 1870 ...	2 6	15	3	3
Rydal to Locke's Platform	19 11	20 April, 1872 ...	0 8	3	.....	.....
Locke's Platform to Macquarie Plains	5 31	1 July, 1872 ...	0 6	.....	.....	.....
				1,491	114	16

* The broken rails are included in the number renewed.

SOUTHERN LINE.

From this return it appears that up to the 31st December, 1872, on the Southern line between Parramatta Junction and Goulburn, a distance of 121 miles, only 476 rails have been turned, and 41 rails renewed, out of about 64,000, twenty-nine of which have been broken from various causes. The first portion of this length, 8 miles 68 chains, having been opened for public traffic in September, 1856, sixteen years ago, and the last portion, from Marulan to Goulburn, nearly 20 miles in length, in May, 1869; the rails on this portion having been in use three years and seven months, during which time fifteen rails only have been turned, and seven renewed, five of which number were to renew broken rails. This length includes the rails in the Station-yard at Goulburn.

The whole distance therefore, 121 miles of single line, from the time of opening the extension from Parramatta Junction to Liverpool, in September, 1856, up to the 31st December, 1872, has cost for new rails (including the rails in all the Station-yards on this length), only *one hundred pounds*, being the value of 10 tons of rails, at £10 per ton.

WESTERN LINE.

The first section of this line, from the Parramatta Junction to Blacktown, a distance of 8 miles and 24 chains, was opened in July, 1860, twelve years and six months ago, and from Locke's Platform to Macquarie Plains on the 1st July, 1872, the rails on this length having been in use six months on the 31st December, 1872.

The total length of this line is 121 miles and 39 chains. The number of rails turned has been 1,491, and the number renewed 114, since July, 1860, out of about 67,000,—sixteen of this number having been required to replace rails which had been broken from various causes.

It appears, therefore, that the total cost of new rails on the Western line, between Parramatta Junction and Macquarie Plains, a distance of 121½ miles, has been £270, since the opening of the first section in July, 1860.

On the Mountain line, from Penrith to Macquarie Plains, where curves of 8 chains radius and inclines of 1 in 30 and 1 in 33 frequently occur, only thirty-two new rails have been laid down, to replace twenty rails worn out and twelve broken, since the opening of the first extension, Penrith to the Weatherboard, in July, 1867, up to 31st December, 1872, five years and six months ago. This number, however, is included in the total number given above (114).

The rails on all the main lines are double-headed, and weigh 75 lbs. per yard; and the results I have given clearly show the economy in using this description of rail.

If a single-headed rail of the same weight had been originally laid down, the number of new rails required on the Southern line would have been 517 instead of forty-one; and on the Western line, 1,605 instead of 114.

These, "turned" rails (including all rails turned "end for end," from one side to the other, or turned entirely over) are still in use, and will no doubt last a considerable time; but whatever length of time they may wear, it is evident that they will last twice as long as a single-headed rail, and they make a much stronger and better road, which will cost less to maintain than if only a single-headed rail be used.

The

The following statement shows the estimated cost of the ironwork for the permanent way for the different weights of rails, for the length from Goulburn to Yass, 54½ miles.

Rail weighing 75 lbs. per yard, double-headed (<i>with chairs</i>), &c. :—			
Cost per mile.....	£2,617 × 54½	=	£141,972 5 0
Rail weighing 70 lbs. per yard, single-headed (<i>without chairs</i>) :—			
Cost per mile.....	£1,948 × 54½	=	£105,679 0 0
Rail weighing 40 lbs. per yard, single-headed (<i>without chairs</i>) :—			
Cost per mile.....	£1,121 × 54½	=	£60,814 5 0
Add for new engines for working over the light rails.....	25,000	0 0	
			85,814 5 0

The difference in cost between the 40-lb. rail and the 75-lb. double-headed rail is more apparent than real, as the life of the 40-lb. rail, even with the lighter engines running over it, would not be more than one-third that of the heavier rail. In addition to the shorter life of the 40-lb. rail, the whole cost of haulage would be doubled, as an engine weighing 16 tons (which would be about the weight of engine it would be prudent to use on the 40-lb. rail) could take up the different inclines only one-half the load of the present goods engines, which weigh about 32 tons each.

If a single-headed rail weighing 70 lbs. to the yard be used, the difference in first cost between this rail and a rail weighing 75 lbs. per yard, double-headed, would be about £36,303 for the whole distance from Goulburn to Yass; but as the life of this rail would not be one-half that of the double-headed rail, it would clearly be more economical to use the latter.

Having carefully considered this matter, I have no hesitation in recommending the use of the double-headed rail, weighing 75 lbs. to the yard, on all the extensions, if *economy in the future working of the Railways be the object; but if economy in the first cost of construction be SOLELY aimed at, the rail weighing 40 lbs. per yard should be adopted.*

The estimates of the extensions from Bathurst to Orange and Murrurundi to Tamworth, were prepared on the supposition that 40-lb. rails would be used, "to meet the almost universal call for cheap Railways"; but on the Southern line I intended to use a heavier rail, weighing 70 lbs. to the yard, the estimate for which was £7,000 per mile as an average between Goulburn and Wagga Wagga. This amount, I find from the Parliamentary papers, has been reduced to £6,500 per mile.

I desire to point out to the Commissioner as clearly as I possibly can that, although I have no doubt whatever that the extensions to Tamworth and Orange can be carried out at the amounts stated in my estimates of £6,000 per mile with rails weighing 40 lbs. per yard, and the Southern extension to Wagga Wagga for the sum of £7,000 per mile, as stated in my estimate, with a single-headed rail weighing 70 lbs. per yard,—still I do not advise that rails of these weights be used, as I am fully convinced that the interests of the Colony will not be promoted by the use of such rails.

I may probably be permitted here to remark that, notwithstanding the statements which have been so repeatedly made, either from ignorance or malice, or a combination of both, as to the bad quality of the rails supplied to this Colony during the last sixteen years, and which led "to the belief that the Colony has been for years largely and constantly defrauded to an enormous extent in the article of rails," I think the table I have given of the wear of the rails on the Southern and Western line will show that the Colony "has been well and faithfully served" by the Agent-General in England, and also by Mr. Fowler, who was entrusted with the inspection of all permanent-way materials and rolling stock required for this Colony up to the date of Captain Mayne's retirement, in 1871.

It is my firm belief that no Railway Company in the World can exhibit a statement which will show a better average quality of rails than those which have been supplied to this Colony.

I give this opinion, not from the *appearance of the rails* or from the *failure of a few*, but from actual wear of the general average, extending over the period embraced in the return, which is taken from the records in the Permanent Way Branch of this Department.

JOHN WHITTON.

No. 2.

THE ENGINEER-IN-CHIEF TO THE COMMISSIONER.

(73/2987.)

Department of Public Works,
Railway Branch,
Engineer's Office,
Sydney, 10 July, 1873.

Rails for the proposed Extensions.

WITH reference to my report of the 5th May last, on the subject of rails for the proposed extensions, I have, in accordance with the verbal authority of the Minister for Works, prepared a specification and drawings for rails weighing 70 lbs. per yard, single-headed, with the necessary fastenings, for the length from Goulburn to Yass, as per accompanying indent.

Unless otherwise instructed, I intend to order rails of the same weight for the extensions to Wagga Wagga, Orange, and Tamworth.

If rails of less weight be used, it will be necessary to provide lighter locomotive engines than those now in use.

J. W.

[Enclosure.]

[Enclosure.]

(73-345.)

Engineer-in-Chief's Office,
Railway Department,
Sydney, 9 July, 1873.

INDENT for permanent-way materials required for the extension from Goulburn to Yass—to be landed at the Queen's Wharf, Circular Quay, Sydney.

	Estimated Value.
Rails—6,600 tons, as per drawing and specification, @ £12	£79,200
Fish-plates—No. 32,000 pairs, or about 314 tons 6 cwt., as per drawing and specification, @ £12	3,771
Fish-bolts—No. 128,000, or about 74½ tons, as per drawing and specification, @ £17	1,262
Wood-screws—No. 305,000, or about 113 tons, as per drawing and specification, @ £17	1,921
Spikes—No. 185,000, or about 64 tons, as per drawing and specification, @ £17	1,038
	<u>£87,242</u>

Twenty-five copies of the specification and drawings are forwarded herewith, for transmission to the Agent General.

JOHN WHITTON.

Cabinet, with minute.—J.S., 17/7/73.

No. 3.

MINUTE FOR CABINET.

WHEN Parliament passed the Estimates for the Extension of Railways I consulted with and requested the Engineer-in-Chief to prepare a plan and specification for constructing the line from Goulburn to Yass, in accordance with the recommendation made in that gentleman's report of 4th November, 1872, on which the estimates were founded. I received, on the 11th instant, Mr. Whitton's report of the 5th May, in which he states, "The recommendation in my report, dated 4th November, 1872, was that no rail should be used of a less weight than 70 lbs. per yard. This rail would be *single-headed*, and fixed to the sleepers without chairs—thus effecting a considerable saving in first cost as compared with a 75-lb double-headed rail with chairs such as are now used on the existing lines."

It will be seen by the plan which Mr. Whitton now submits that the rail is to be embedded in the sleepers, and to have a large bearing thereon, and securely fixed thereto with screws. This compares favourably with the small bearing in the chairs, and the constant breakage of chairs and keys—the loosening of keys by their contraction and expansion with the change of weather, requiring constant and careful attention and costly labour to keep them safe. The noise of the present rail in the chairs when the train is in motion will be obviated by the proposed one, which, when properly fixed in and screwed to the sleepers, may remain so while the rail lasts. This class of rail is very largely used on the Continent and in America, and many of the English Companies are taking up the 75-lb double-headed rail, and replacing it with a similar pattern single-headed rail. This to me is very strong evidence in favour of this class of rail; their traffic is as 100 to 1 to ours where these rails are proposed to be used, and their speed by express trains is double that of ours. Our neighbours in Victoria also are going to complete their line to Albury (and this is where our Southern line is proposed to connect with the lines of that Colony) with the same pattern rail; by this we have the opinion both of the engineering and ministerial ability of our neighbours.

See Mr.
Whitton's report
of 5th May, 1873.

Take our own past experience, from the returns up to the 31st December, 1872, of rails broken, turned, and renewed since the opening of our lines from the Parramatta Junction. These returns are compiled from the reports of the Assistant Engineer, who has the constant supervision of the lines referred to. Taking the first length in that return—it has been run over for sixteen years and three months, and shows two rails broken, one only renewed, and 214 turned end for end or over. The next length has been run over for fourteen years and seven and a-half months with two broken, five renewed, and sixty-two rails turned end for end or over. The next length has been run over for ten years and four months, with six broken rails, one renewed, and three turned end for end or over.

Take next the Western Line, from Parramatta Junction to Blacktown, including both Junctions and the Parramatta Station—the Windsor and Richmond traffic is also run over this portion of line. In twelve years and six months there are only one broken rail, seventeen renewed, and forty-two turned either end for end or over.

After carefully considering these returns with the Engineer-in-Chief, it was considered that a fair lifetime for the proposed single-headed rails—comparing the traffic on the lines referred to in return with what may be expected on the proposed extensions—would be fifteen years. Some of these rails may not last fifteen years, but others may last twenty years; this will depend entirely upon the quality of the iron used and the amount of traffic on the line, which will equally apply to double or single headed rails. I have therefore taken the saving as shown by Mr. Whitton on first cost between a double and single headed rail as prepared for use on the Southern line by that gentleman, with value of relaying; I have allowed £3 per ton for re-rolling, which in England is only £2. The saving per mile by Mr. Whitton's report is £669, with £25 for keys, not included, making £694. As the plan and specification refer only to the extension to Yass, I wish to bring before my colleagues the whole of the extensions for which Parliament has voted the money, with the view of having their opinion as to the weight of rails to be used, in order that they may be at once sent for. I will therefore include in these calculations the whole of the extensions, for reasons which I will explain hereafter.

I have to commence with a saving of £694 per mile, which, upon 283 miles, with compound interest for fifteen years, at 5 per cent., make a total

saving of	£408,309
Deduct for labour of re-laying new rails	99,616
Do. for cost of re-rolling old rails	93,390
	193,006
Saving	£215,303

The value of the old rails is not included in the above, as they will still remain the property of the Government. We have then a new and sound road, with a saving of £215,303. Apply of this, £15,303 to the purchase of new rails for the purpose of renewing as the old ones wear out, and having a stock to commence re-rolling with to supply the gradual wants of the line, we would have a clear saving of £200,000, which would supply the permanent way of same weight and cost for 102½ miles of further extension. The £193,000 proposed to be spent in this way for renewals would be almost entirely expended in labour, and through the producer and the Treasury would become a reproductive investment, and if not sooner through this, the encouragement given to re-rolling, we would have our rails made in the Colony, have direct competition, which is the great cheapener of first cost, and would have direct control and supervision as to quality, which I think is of far more importance than first cost.

Mr. Whitton's estimate for the Southern line extensions with this class of rail was £7,000 per mile. I am now reminded by that gentleman that there is only £6,500 voted—£500 per mile, or £87,000 short of the sum required to complete to Wagga Wagga. This matter was explained by me to the Cabinet when the reduction was made; it was then "cheap railways or no railways at all."

The estimates of the Engineer-in-Chief for the Western and Northern extensions were prepared, as stated, for a second-class line to satisfy the parliamentary demand for "cheap railways or no railways at all." These estimates have been passed as prepared at £6,000 per mile—providing for a 40-lb. rail and partially ballasted. If this be adopted, we shall have a first-class line on the South to sustain a speed of thirty or forty miles per hour, and on the West and North a line upon which a speed of fifteen miles an hour is the greatest that could be obtained with safety. Thus we would have double time in the transit of goods and passengers and nearly double cost in working—this I could never approve of. To obviate it, and give the same class line to all our extensions, we would, in the opinion of the Engineer-in-Chief, require £7,000 per mile, or £107,000 more than that voted by Parliament for the West and North.

In the face of an apparent deficiency in amount voted of £194,000, I have no hesitation in asking my colleagues to approve of the application to all our extensions of the plans and specification submitted for the extension to Yass. I feel so strongly on this subject that I would sooner leave Parliament to-morrow than be the means of inflicting such a lasting injury on this Country as the placing of a 40-lb. rail on the main trunk of our Western and Northern extensions would involve.

A word or two on the apparent deficiency, which I have no doubt in the ordinary state of things would become real. My anxiety on this subject has led me to make careful inquiries in Tasmania, where railways will soon be completed. In Victoria and Queensland there is a lull or no signs of large extensions. I judge by this that there will be a large number of men of railway experience in the market, both contractors and subs.; money seems plentiful, and the large fortunes made by previous contractors will draw our monied men in to support the second class or men of experience with little money. If my opinion is correct in this, our present extensions will be carried out cheaper than ever they have been in the Colony before, and in proportion the difference which we have to answer for will melt away, and we shall have a 70 instead of a 40-lb. rail for the whole of the extensions without exceeding the vote of Parliament.

Another point of great anxiety to me is the unsettled state of the iron market in England. If all our rails are to be alike I would divide them into four or five sections, giving careful instructions to the Agent General to place one section on the market at first, and then take advantage of the fluctuation in the market to get our full supply at the cheapest rate. If all these fail to extinguish the difference, I would advise that we leave off the top ballast or boxing up, &c.; this can be done without affecting the stability of the line, and the work may be afterward carried out at any time from capital or revenue, say to the amount of 5s. per yard, or £124,520. There is also a charge for railway carriage, &c., from the ship to the extension, which might stand over for future adjustment, amounting to about £2 per ton, or £62,260, making in these two items £186,780 against the difference of £194,000.

I have thus explained as briefly as I could how the matter stands and my opinions on the whole subject so that I cannot be misunderstood, and now leave it for the careful consideration and, I hope, the approval of my colleagues.

JOHN SUTHERLAND,
14 July, 1873.

The Cabinet having agreed to this class of rail, they may now be ordered.—J.S., 28/7/73.

No. 4.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

(73/678.)

Department of Public Works,
Railway Branch,
Sydney, 10 July, 1873.

Sir,

I have the honor to enclose herewith an indent and twenty-five copies of specification for permanent-way materials required for the extension of the Great Southern Railway from Goulburn to Yass, and to request that you will be good enough to obtain and forward the same with as little delay as possible.

All materials to be landed at the Queen's Wharf, Circular Quay.

I have, &c.,

JOHN SUTHERLAND,
Secretary for Public Works.

No. 5.

No. 5.

MINUTE PAPER.

(73/518)

Department of Public Works,
Railway Branch, Engineer's Office,
Sydney, 3 October, 1873.

Subject :—Indents for permanent-way materials for extensions to Wagga, Orange, and Tamworth.

REFERRING to my memo. (No. 73/347) of the 10th July last, wherein I stated that unless otherwise instructed I intended to order single-headed rails, weighing 70 lbs. per yard, for the extensions to Wagga Wagga, Orange, and Tamworth, I now forward herewith indents (3) for the necessary permanent-way materials required for these extensions, not having received any instructions in the matter.

J. W.

[Enclosures.]

Submit to Cabinet, with all papers on the subject, on Monday next.—J R., 3/10/73.

Decision of Cabinet already obtained (28/7/73), see 73/2987.

First indent, Goulburn to Yass, ordered by letter to Agent General of 10/7/73. Second indent, Yass to Wagga Wagga, ordered by letter of 6/9/73. Indents, Bathurst to Orange and Murrurundi to Tamworth, ordered by letter of 31/10/73.

Mr. Whitton to see.—CH. A. G., *pro* Commissioner, B.C., 3/11/73. J.W., 5/11/73.
Commissioner.—5/11/73.

Engineer-in-Chief's Office,
Railway Department,
2 October, 1873.

INDENT for permanent-way materials required for the extension of the Great Northern Railway from Murrurundi to Tamworth. To be landed at the port of Newcastle, New South Wales.

	Estimated Cost.
Rails—7,370 tons, as per drawing and specification, at £12	£88,440
Fish-plates—No. 35,800 pairs, do. do. 351 tons 12 cwt., at £12 ..	4,220
Fish-bolts—No. 143,000 do. do. 83 tons, at £17	1,411
Wood-screws—No. 341,000 do. do. 126 tons 7 cwt., at £17 ...	2,148
Spikes—No. 207,000 do. do. 71 tons 3 cwt., at £17 ...	1,210
	£97,429

Twenty-five (25) copies of the specification and drawings are forwarded herewith for transmission to the Agent General.

JOHN WHITTON.

(73/521.)

Engineer-in-Chief's Office,
Railway Department,
2 October, 1873.

INDENT for permanent-way materials required for the extension of the Great Western Railway from Bathurst to Orange. To be landed at the port of Sydney, New South Wales.

	Estimated Cost.
Rails—5,390 tons, as per specification and drawing, at £12	£64,680
Fish-plates—No. 26,500 pairs, or about 260 tons 5½ cwt., do., at £12 ..	3,123
Fish-bolts—No. 106,000 do. 61 tons 10¼ cwt. do., at £17	1,046
Wood-screws—No. 249,500 do. 92 tons 9 cwt. do., at £17	1,572
Spikes—No. 152,000 do. 52 tons 5 cwt. do., at £17	888
	£71,309

Twenty-five (25) copies of specification and drawings are forwarded herewith, for transmission to the Agent General.

JOHN WHITTON.

(73/520.)

Engineer-in-Chief's Office,
Railway Department,
2 October, 1873.

INDENT for permanent-way materials required for the extension of the Great Southern Railway from Yass to Wagga Wagga. To be landed at the port of Sydney, New South Wales.

	Estimated Cost.
Rails—13,860 tons, as per drawing and specification, at £12	£166,320
Fish-plates—No. 67,200 pairs, or about 660 tons, do., at £12... ..	7,920
Fish-bolts—No. 269,000, or about 156 tons 2½ cwt., at £17	2,656
Wood-screws—No. 641,000, or about 237 tons 10 cwt., at £17	4,037
Spikes—No. 390,000, or about 134 tons 1 cwt., at £17	2,278
	£183,211

Twenty-five (25) copies of the specification and drawings are forwarded herewith for transmission to the Agent General.

JOHN WHITTON.

Entd. in Indent Book, 7/10/73.

Mr. Whitton to see. The indent for the rails, Bathurst to Orange and Murrurundi to Tamworth have not yet been despatched. CH. A. G., *pro* Comr., 9/10/73.
J.W., 15/10/73.

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No. 6.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

Department of Public Works,
Railway Branch,
Sydney, 6 October, 1873.

Sir,

I have the honor to enclose herewith an indent and twenty-five copies of specification for permanent-way materials required for the extension of the Great Southern Railway from Yass to Wagga Wagga, and to request that you will be good enough to obtain and forward the same as favourable opportunities offer.

All materials to be landed at Queen's Wharf, Circular Quay.

I have, &c.,
JOHN SUTHERLAND,
Secretary for Public Works.

No. 7.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

Department of Public Works,
Railway Branch,
Sydney, 31 October, 1873.

Sir,

Referring to my letter of the 6th October last, I have now the honor to enclose herewith two additional indents and twenty-five copies of each specification for permanent-way materials required for the extension of the Great Western Railway from Bathurst to Orange, and the Great Northern Railway from Murrurundi to Tamworth, and to request that you will be good enough to obtain and forward the same as favourable opportunities offer.

All materials to be landed at Queen's Wharf, Circular Quay, except those required for the North, which will have to be landed at Newcastle.

I have, &c.,
JOHN SUTHERLAND,
Secretary for Public Works.

Memo. :—

Forward order for remainder of permanent-way materials by the outgoing mail.—J.S., 31/10/73.

No. 8.

SUMMARY of Indents for Permanent-way Materials for the Extensions to Wagga Wagga, Orange, and Tamworth.

Extension.	Date of Indent.	Rails.		Fish-plates.		Fish-bolts.		Wood-screws.		Spikes.		Estimated Cost.	Length of Main Line.	Length of Sidings.	Total Length in Miles.
		Tons.	No. Pairs.	Weight.	No.	Weight.	No.	Weight.	No.	Weight.					
	1873.			tons cwt.		tons cwt.		tons cwt.		tons cwt.	£ s. d.				
Goulburn to Yass.....	9 July	6,600	32,000	314 6	128,000	74 5	305,000	113 0	186,000	64 0	87,243 0 0	54½	2½	60	
Yass to Wagga Wagga	2 Oct.	13,800	67,200	680 0	269,000	156 2½	641,000	237 10	390,000	134 1	189,211 0 0	120	6	126	
Bathurst to Orange.....	"	5 330	26,500	260 5½	106,000	61 10½	219,500	92 9	161,000	52 5	71,369 0 0	46 5c	2-75c	49	
Murrurundi to Tamworth.....	"	7,370	35,800	351 12	148,000	83 0	341,000	126 7	237,000	71 3	97,420 0 0	63½	4½	67	
		33,220	161,500	1,586 3¼	646,000	374 17½	1,536,500	569 6	634,000	321 9	439,191 0 0	232 65c	19-15c	302	

SUMMARY OF WEIGHT.

Rails	33,220	tons	
Fish-plates	1,586	cwt.	3¼
Fish-bolts	374		17½
Wood-screws	569		6
Spikes	321		9
Total Weight	36,071		16

W. H. QUODLING,
10 October, 1873.

No. 9.

THE AGENT GENERAL TO THE SECRETARY FOR PUBLIC WORKS.

London, 3, Westminster Chambers, S.W.,
4 September, 1873.

(No. 99.)

SIR,

I have the honor to acknowledge the receipt of your letter, No. 73-2936, dated 10th July last, enclosing an indent for permanent way materials required for the extension of the Great Southern Railway from Goulburn to Yass.

Twenty-five copies of specification for the above have duly reached this office. The order shall have my most careful attention without delay.

I have, &c.,
CHARLES COWPER.

No. 10.

THE AGENT GENERAL TO THE SECRETARY FOR PUBLIC WORKS.

(No. 107.)

London, 3, Westminster Chambers, S.W.,
30 October, 1873.

SIR,

I have the honor to enclose a schedule of the tenders which, at my invitation, were sent in for the rails and other permanent-way material for the extension of the Great Southern Line to Wagga Wagga.

The tenders were called for on the 26th September, and opened on the 7th instant, in presence of Mr. Larnach, who went carefully through them all with me, and who concurred in the decision arrived at. Mr. Shields, the Consulting Engineer, was also present, and advised as to the various tenders.

We all agreed that no tender making exceptional conditions should be accepted. In one case the tenderer claimed to be released from fixing dates for delivery, unless conditional upon strikes and other contingencies being allowed for, and in more than one tender the parties declined to hammer.

The prices were on the whole reasonable, considering the rise in iron which has taken place for some time past. The schedule gives all details, and I need not therefore enter more fully into them.

I believe the contractors are all reliable persons, and will carry out their contracts satisfactory.

I have, &c.,

CHARLES COWPER.

Mr. Whitton to see.—J.R., 19/12/73.

Secn.—J.W., 19/12/73.

Commissioner.—S/1/74.

Schedule here-with.

NEW SOUTH WALES RAILWAYS.—Tenders for Permanent Way Materials—Extension Goulburn to Wagga.

Names of Firms invited to Tender.	Rails, 6,600 tons.		Fish-plates, 82,000 pairs, about 314 tons 6 cwt.		Fish-bolts, No 128,000, or 74½ tons.		Wood-screws, No. 305,000, or about 113 tons.		Spikes, No 135,000, or about 64 tons.		Remarks.
	Delivered free on board—		Delivered free on board—		Delivered free on board—		Delivered free on board.		Delivered free on board—		
	London.	Liverpool.	London.	Liverpool.	London.	Liverpool.	London.	Liverpool.	London.	Liverpool.	
Dowals Iron Co.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	Decline to hammer. Do.
1bbw Vnle Steel and Iron Co.	11 15 0	11 15 0	13 5 0	13 5 0	.....	.....	.....	.....	.....	.....
Rhymney Iron Co.	11 15 0	11 10 0	13 15 0	13 10 0	.....	.....	.....	.....	.....	.....
*Parkgate Iron Co.	12 12 6	12 11 6	15 7 6	15 6 6	.....	.....	.....	.....	.....	.....
The Shelton Bar Co.	13 10 0	13 0 0	14 10 0	14 0 0	} Tendered for rails under certain conditions.
†The Darlington Iron Co.	12 17 6	12 17 6	13 0 0	13 0 0	.....	.....	.....	.....	.....	.....
‡The Patent Nut and Bolt Co.	13 11 0	13 7 6	24 5 0	24 0 0	29 15 0	29 10 0	21 15 0	21 10 0	} Decline to hammer. No tender.
Messrs. Bayliss, Jones, & Bayliss	.....	.....	.....	.....	24 17 6	24 12 6	30 15 0	30 10 0	22 5 0	22 0 0
Darlaston Iron Bridge and Roofing Co.	.....	.....	.....	.....	21 4 0	23 19 0	29 14 0	29 9 0	22 4 0	21 19 0
Messrs. Horton & Son	.....	.....	.....	.....	24 15 0	24 10 0	30 5 0	30 0 0	22 15 0	22 0 0
Messrs. Warden & Sons	.....	.....	.....	.....	24 12 6	24 7 6	30 5 0	30 0 0	22 5 0	22 0 0
Trudegar Iron and Coal Co.	11 13 0	11 12 0	13 3 0	13 3 0	.....	.....	.....	.....	.....	.....
Abordare Iron Co. ....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Thornycroft & Co. ....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Messrs. Dawes Bros.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Messrs. Staher & Heath	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Messrs. B. Wood & Co.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

* Accepted for rails only.

† Accepted for fish-plates only.

‡ Accepted for fish-bolts, wood-screws, and spikes.

London, 3, Westminster Chambers,
7 October, 1873.

CHARLES COWPER,
Agent General for New South Wales.

No. 11.

TELEGRAM FROM THE AGENT GENERAL TO THE COLONIAL SECRETARY, dated 2nd December, 1873, received 8th December, 1873.

CONTRACTORS anxious delivery 600 tons rails December, thousand January, fastenings proportional. Recommend acceptance. If freight favourable reply.

Reply as under:—Accept—forward at once. Telegraph as to other contracts.—J.S., 11/12/73.

No. 12.

TELEGRAM from Agent General stating difficulty of obtaining freight, and recommending condition that all rails be delivered at Circular Quay be abandoned.

February, /74.

No. 13.

The following telegram was sent, at Mr. Sutherland's request, in reply:—

Telegram from Colonial Secretary, Sydney, to Agent General, London, 19th February, 1874.

RAILS to Tamworth and to Orange may stand over unless iron is two pounds lower. Hurry on southern rails. Delivery taken at any wharf. Full particulars by mail.

No. 14.

11

No. 14.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

(74/337.)

Department of Public Works,
Railway Branch,
Sydney, 12 March, 1875.

SIR,

In reference to my telegram of the 19th ultimo, on the subject of rails for the extensions, wherein I stated that the rails indented for, for the extension from Murrurundi to Tamworth and for the line from Bathurst to Orange might stand over unless the market price for iron came down two pounds,—requesting you at the same time to expedite the transmission of the rails for the extension from Goulburn to Wagga,—I have now the honor to inform you that, in authorizing the postponement (conditionally) of the supply of the rails for the two first-mentioned extensions, I was guided by the information which you afforded by telegram, of the difficulty you experienced in obtaining freights to the Colony; and as it was desirable that the rails for the southern extensions should be transmitted at the earliest possible date, I feared that, by offering so much dead freight as the rails for the three extensions would amount to, at the same time the chance of obtaining the quick transit of the portion more urgently required might be imperilled.

To aid in obtaining them at the earliest possible date, I also consented to their being delivered at any wharf in Sydney, and not exclusively at the Government wharf, as provided for in the correspondence on the subject.

As regards the rails for the extensions to Tamworth and to Orange, it was not intended that their supply should depend altogether upon a cheaper market, but that, as it would appear the iron market was falling, it was desirable, by a little delay, to take advantage of it, more especially as if supplied early shipping could not be obtained for these rails. As the line to Tamworth is now contracted for, to be completed within two years from this date, I shall be glad to learn that you have taken a contract for the supply of the rails required on this extension, and also for those required on the extension from Bathurst to Orange, a contract for which will be taken at once. I trust that by the time the rails for these extensions are ready for delivery by the manufacturers, the shipping facilities will have improved, and that there will be no difficulty in securing freight.

As regards the rails for the southern extensions, I trust you will spare no means to get them to the Colony as early as possible. If there should be any difficulty in obtaining shipping for them by vessels coming direct to this port, a reasonable proportion of them might be sent in ships bound for Melbourne, and I will make arrangements for their transshipment here; in such cases you will of course insure the plant for this port, with the right of transshipment at Melbourne.

I may mention that many vessels bring cargoes to Melbourne, and then proceed to Newcastle, to take coal for other ports; such ships would afford a good opportunity for forwarding the rails for the Tamworth extension.

I have, &c.,
JOHN SUTHERLAND,
Secretary for Public Works.

No. 15.

THE AGENT GENERAL TO THE COLONIAL SECRETARY.

(No. 324.)

London, 3, Westminster Chambers, S.W.,
11 March, 1874.

SIR,

I have the honor to inform you that, upon the receipt of your telegram of 19th ultimo, respecting rails for Tamworth and Orange, I at once informed the tenderers that, in consequence of the very great and unexpected difficulty experienced in obtaining freight for the rails already contracted for, I was obliged to withhold my acceptance of any of the fresh tenders just opened, and that the probable result of the delay would be that I should again call for tenders some time hence. Copy herewith.
(See No. 13.)

I may add, with reference to the southern rails, that I am making every effort to send them out as quickly as possible, and that as yet no available ship has sailed for the Colony without taking as large a quantity as I could arrange.

I have, &c.,
CHARLES COWPER.

The Under Secretary for Public Works, B.C., 11 May, /74, for the U. S.—W.G. Noted, 11/5/74.
Mr. Whitton to see, 12/5/74.—J.R. J.W., 16/5/74. Commissioner, 16/5/74.

No. 16.

THE AGENT GENERAL TO THE SECRETARY FOR PUBLIC WORKS.

(No. 147.)

London, 3, Westminster Chambers, S.W.,
5 May, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter No. 74/337, of 12th March last, on the subject of rails for the extensions to Tamworth and for the line from Bathurst to Orange, which shall be replied to in an early despatch.

I have, &c.,
CHARLES COWPER.

No. 17.

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No. 17.

TELEGRAM from AGENT GENERAL to COLONIAL SECRETARY, received 27/7/74.

YASS Contract completed; Wagga begun; Tamworth taken, to begin September; rails eight pounds' being three pounds less than February; 22,000 pounds saved by delay; prices not rising; ship chartered to take 2,200 tons; Wagga rails. * * * * *

Secretary for Public Works.—H.P., 27/7/74. The Under Secretary for Public Works—B.C. 27 July, 74, For the U.S., W.G. Submitted for information, 27/7/74—J.R.

No. 18.

MEMORANDUM TO MR. BEWICK.

(74/359.)

24 June, /74.

10 PAIRS of T rails, 70 lbs. per yard, with the necessary fastenings, will be forwarded to the North, to be laid down in the Newcastle yard, as verbally directed by the Engineer-in-Chief.

Drawing showing method of laying these rails is forwarded under separate cover. The rails to be laid with precisely the same bearings as shown.

The object in sending these rails is to test their wearing quality, which you will be good enough to report upon every month.

W. H. QUODLING.

No. 19.

MINUTE PAPER.

(74/412.)

Department of Public Works,
Railway Branch,
Engineer's Office,
Sydney, 16 July, 1874.

Subject:—Rails imported for the Extension from Goulburn to Yass.

I FORWARD herewith a copy of Mr. Bewick's report on the rails recently imported for the extension from Goulburn to Yass.

Before taking any steps for a general inspection of these rails it will, I think, be desirable to wait for further reports from Mr. Bewick as to their wearing qualities.

Probably it might be advisable to forward a copy of Mr. Bewick's remarks to the Agent General, with a suggestion that more care be taken in the inspection of the permanent-way materials for this Colony.

JOHN WHITTON.

[Enclosure.]

"The rails, &c., have arrived, and I have commenced laying them in.

"If these rails are a fair specimen of those being imported for the extensions, I would advise the Engineer-in-Chief to make arrangements for having them properly straightened, for it will be impossible to make a good permanent way with them in their present state; for, as regards straightness and finish, I have no recollection of ever having seen worse rails."

G. B., 11/7/74.

"From the few rails I have inspected in Sydney I quite concur in Mr. Bewick's remarks.

J. W., 16/7/74.

Approved.—J.S., 22/7/74.

No. 20.

THE COMMISSIONER TO THE AGENT GENERAL.

(74/882.)

Department of Public Works,
Railway Branch,
Sydney, 29 July, 1874.

SIR,

I have the honor to enclose herein copy of a report received from the Engineer-in-Chief for Railways, with reference to the rails recently imported for the Great Southern Railway Extension, Goulburn to Yass, and to request that you will be good enough to take such steps as will ensure more care being taken in the inspection of permanent-way material, before it is allowed to leave England.

I have, &c.,

JOHN SUTHERLAND,
Secretary for Public Works.

No. 21.

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No. 21.

MR. BEWICK to JOHN WHITTON, Esq.

Great Northern Railway,
Newcastle, 11 August, 1874.

SIR,

In compliance with your instructions that I should lay in a few of the rails recently imported for the extensions, where the traffic is heavy in the Newcastle yard,—I have the honor to inform you that a month ago to-day, that is on July 11th, I laid in a pair of those rails, about 8 feet in length, at a particular point where the traffic is perhaps heavier than in any other part of the yard, in order that their wearing qualities might be thoroughly tested, and I regret to say that so far the result is very unfavourable.

One of these rails is now as near as possible worn out, and the other is failing very fast. I, however, purpose letting them remain in as long as I can with safety, when I will have them taken out and send them to Sydney for your inspection.

A few more pairs of these rails have been laid in where the traffic is lighter, some of which are already showing rather unfavourable symptoms.

I am, &c.,
GEO. BEWICK.

Forwarded for the information of the Commissioner.—J.W., 12/8/74. What does Mr. Whitton recommend should be done?—J.R., 22/8/74.

It appears to me very difficult to know under existing circumstances what steps to advise the Commissioner to adopt, as I presume all the contracts for rails have been let, and probably nearly the whole quantity (33,220 tons) has been rolled. I hardly see what can be done beyond forwarding to the Agent General in London a copy of Mr. Bewick's report on the quality of the rails sent out for the extension from Goulburn to Yass.—J.W., 25th August, 1874. Commissioner.—26/8/74.

Forward copy of Mr. Bewick's report to Agent General.—J.S., 27/8/74.

No. 22.

GOVERNMENT RAILWAYS—MINUTE PAPER TO SUPERINTENDENT OF TELEGRAPHS.

THE SECRETARY FOR PUBLIC WORKS wishes the accompanying telegram sent to Sir Charles Cowper to-day (See enclosed form.) "Rails tested—very inferior—worn out in a month; better inspection requisite." B.C., 27/8/74. CH. A.G., Secretary.

The telegram has been forwarded to the Agent General, as directed. E.C.C.—7/9/74.

No. 23.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

(74/4123.)

Department of Public Works,
Railway Branch,
Sydney, 27 August, 1874.

SIR,

In reference to my telegram to you of this date, respecting the inferior quality of rails supplied for the extension of the Great Southern Railway, I have the honor to forward herewith copy of a report received from the Resident Engineer at Newcastle, where these rails have been tested, and to urge upon you the necessity of having a strict inspection of these rails during their construction.

I have, &c.,
JOHN SUTHERLAND,
Secretary for Public Works.

No. 24.

MR. BEWICK to THE ENGINEER-IN-CHIEF.

Great Northern Railway,
Newcastle, 1 September, 1874.

SIR,

I have the honor to inform you that the two short lengths of single-headed rail, alluded to in my report of August 11th, were taken out yesterday, after being in wear forty-four working days, and, as will be seen on inspection, they were not taken out before they were completely worn out, indeed if passenger trains had been running over them they must have been taken out two or three weeks ago.

I purpose forwarding these rails to Sydney to-night per steamer "Morpeth" addressed to yourself.

I am, &c.
GEO. BEWICK.

Rails received, 7th September.—W.H.Q. Commissioner.—J.W., p., W.H.Q., 7th September, 1874. J.W., 2/9/74. Seen, 9/9/74. J.R.

No. 25.

No. 25.

(74/510.)

Memorandum to Mr. Mason.

14 September, 1874.

THE Engineer-in-Chief directs that ten pairs of the 70-lbs. rails for the extensions be laid down in the Sydney yard, in such positions that the heaviest traffic may pass over them, in order to test their wearing qualities.

Drawing showing method of laying these rails is forwarded under separate cover. The rails to be laid with precisely the same bearings as shown.

You will be good enough to forward monthly reports respecting these rails.

The order for the rails and fastenings is enclosed.

W. H. QUODLING.

No. 26.

THOMAS R. FIRTH Esq., to ENGINEER-IN-CHIEF.

Great Southern Railway.—Goulburn to Wagga Wagga.—Contract No. 1.

Gunning, 28 October, 1874.

Sir,

I have the honor to report that I have examined a large portion of the permanent-way material now lying at Goulburn, for use on No. 1 contract, and I find that up to the present time, about two-thirds of the rails taken on to the works have been left as being unfit to lay in the road without being straightened, and they are so uneven in width that it will be almost impossible to make the flanges fit into the sleepers as they ought to do. The contractor loses a considerable time in sorting the rails, and as I presume eventually he must be paid for straightening them, I think it will be much better (the proportion of bad ones being so great) if the contractor, instead of sorting and picking out the few good ones, be instructed to pass the whole of them through the Press and be allowed a price per lineal yard for so doing, as I feel certain that the work of laying the road will proceed more rapidly, and it will be eventually cheaper to the Commissioner if this method be adopted. I may say that the rails have been taken direct from the trucks, so far, and all necessary care taken in unloading them.

I have, &c.,

THOMAS R. FIRTH.

Forwarded for the information of the Commissioner. I think the course suggested by Mr. Firth will have to be adopted.—J.W., 29/10/74.

What will the cost be?—J.S., 11/11/74. Mr. Whitton.—B.C. J. R. Firth,—W.H.Q., 13/11/74.

The cost will be about 1s. 3d. per rail, or £34 per mile.—T.R.F., 17/11/74. Commissioner.—J.W., p. W.H.Q., 27/11/74.

No. 27.

MEMORANDUM to ENGINEER-IN-CHIEF.

Government Railways, Engineer-in-Chief's Branch,
31 October, 1874.

(74/918.)

REFERRING to the ten pairs of new 70-lb. rails ordered to be laid down in the Sydney Station-yard, I have to report that these rails were laid down as directed, and ready for traffic at 2 p.m. on the 28th September.

I have examined them from time to time, and observed strong indications of wear; and at the present date there is one bulged on the head in several places, which cannot last much longer.

After a few days' wear, the majority of them were bruised on the head inside immediately under the tread of the wheel.

W. H. MASON.

Forwarded for the information of the Commissioner—J.W., 18/11/74. Commissioner.

No. 28.

THE AGENT GENERAL to THE SECRETARY FOR PUBLIC WORKS.

(No. 179.)

London, 3, Westminster Chambers, S.W.,
22 September, 1874.

SIR,

With reference to your telegram of 29th August last, and to your letter, No. 74/882, of 29th July last, relative to the rails sent out for the Goulburn to Yass extension, under our contract with the Park Gate Company, I have the honor to forward herewith copy of—

- (1.) Letter from me to Mr. Sheilds, dated 3rd September, 1874.
- (2.) Mr. Sheild's report, dated 7th September, 1874.
- (3.) Letter from me to Mr. Sheilds, dated 19th September, 1874.
- (4.) Further report from Mr. Sheilds, dated 22nd September, 1874.
- (5.) Letter from me to Messrs. B. S. Lloyd & Co., dated 21st September, 1874.
- (6.) Reply from Messrs. B. S. Lloyd & Co., dated 22nd September, 1874.

I need not say with what disappointment I received your telegram and letter, but I am in hopes that the defects alluded to may have been found to exist in only a small quantity of the rails sent out. I trust that the correspondence now forwarded will convince you that every effort has been made by Mr. Sheilds to carry out in their integrity all details provided for in the specification, and that the results of your further experience of the rails subsequently sent out may have been more favourable than has unfortunately been the case at the outset.

I have, &c.,

CHARLES COWPER.

Mr. Whitton to report fully on this matter—J.S., 4/12/74.
See report herewith, 74/676. W.H.Q., 19/12/74.

No. 29.

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No. 29.

THE AGENT GENERAL TO THE SECRETARY FOR PUBLIC WORKS.

(No. 195.)

3, Westminster Chambers, S.W.,
17 November, 1874.

SIR,

In reference to your letter, No. 74/4123, of 27th August last, referring to your telegram of same date, respecting inferior quality of rails for Great Southern Railway Extension, and covering report from the Resident Engineer at Newcastle, I have the honor to inform you that I have handed a copy of the letter and report to Mr. Shields.

I do not think, however, that I can now add anything to Sir Charles Cowper's report of 22nd September last, No. 179, on this subject, beyond assuring you that every effort continues to be made in order to secure for you rails which shall in all respects come up to the provisions of the specification.

I have, &c.,
A. A. JOPP, Capt. R.E.,
(For Agent General).

Seen.—18/1/75, J.R.

No. 30.

MR. WILLIAMS TO THE ENGINEER-IN-CHIEF.

(74/3341.)

Goulburn Office,
4 November, 1874.

SIR,

I have the honor to call your attention to the rails as delivered to me for use on the Yass extension, contract No. 1.

The rails are in such very bad condition that I am compelled to straighten them by hammer and a press before permitted to put them in the road.

In some instances four or five pair only can be used out of a truck-load of fifty rails, involving the turning over and sighting of every rail, and twice handling; and in very many cases every rail has to be passed through the press before putting in the straight road.

Already it has cost me a considerable sum of money in turning, sighting, and unloading material that cannot be used, thereby entailing a heavy extra cost in my road-laying, and a great delay in the quantity of work done.

As there is a shortness of labour, and especially skilled, for this purpose, I would suggest that the rails be put in order by men employed by the Government, and delivered to me fit for use. This would greatly facilitate the progress of the road-laying.

I have, &c.,
DANIEL WILLIAMS.

No. 31.

Memorandum to Engineer-in-Chief.

(74/3682.)

Government Railways,
Engineer-in-Chief's Branch,
1 December, 1874.

ONE of the new rails, laid on the 28th September last, in the Sydney yard, was reversed on the 11th ultimo, having split on the head at the joint, and also about 3 feet 6 inches from the joint.

That named in my last report as being bulged on the head in several places will require to be reversed or probably renewed in the course of a few days, as it is bruised one side of the head throughout its length.

W. MASON.

Forwarded for information of the Commissioner.—J.W., 4/12/74.
Commissioner.—4/12/74. Seen.—18/12/74, J.R.

No. 32.

MINUTE PAPER FROM THE ENGINEER-IN-CHIEF FOR RAILWAYS TO THE COMMISSIONER FOR RAILWAYS.

Department of Public Works,
Railway Branch, Engineer's Office,
Sydney, 18 December, 1874.*Subject*:—Rails for Extension from Goulburn to Yass.

IN attention to the Minister's minute of the 4th instant, requesting me to "report fully" on the quality of the rails manufactured by the Park Gate Company, I have the honor to submit the following remarks.

I desire in the first place to call the Minister's particular attention to the following paragraph from Mr. Shields' letter to Sir Charles Cowper, dated September 22nd, 1874:—

"In conclusion, I beg strongly to re-affirm the statement made in my letter to you of the 7th instant, that my sole duty was to carry out in their full integrity the provisions of the specification placed in my hands; that I have taken every means to ensure the faithful execution of this duty, and that I am under the full conviction that it has been performed accordingly."

From

From the above extract it appears to me that Mr. Sheilds has formed a very erroneous impression of his duty as Inspecting Engineer for the New South Wales Government, in supposing for one moment that his services are *only* required to send out all articles which may be ordered for the Colony in accordance with the provisions of a specification, whether such specification be right or wrong. I also take exception to this paragraph, which by inference affirms that the specification is the cause of the bad quality of the rails which have been recently delivered for the Yass extension.

I take this opportunity to deny in the most emphatic terms that there is anything in the specification which can in the most remote degree give any sanction to Mr. Sheilds' insinuation; and I think I shall be able to show by extracts from the correspondence between Mr. Sheilds and the Park Gate Company, that no exception was taken, either by himself or the Company, to any of the provisions of the specification, and that the quality of the iron and arrangement of the piles were entirely approved by Mr. Sheilds, as shown by the following letters, viz.:—

Appendix C.

- Letter from the Park Gate Company to Mr. Sheilds, dated 19th December, 1873.
- Letter from Mr. Sheilds to the Park Gate Iron Company, dated 22nd December, 1873.
- Letter from the Park Gate Iron Company to Mr. Sheilds, dated 29th December, 1873.
- Letter from Mr. Sheilds to the Park Gate Iron Company, dated 1st January, 1874.
- Letter from the Park Gate Iron Company to Mr. Sheilds, dated 3rd January, 1874.

Throughout this correspondence the only allusions to the specification occur in Mr. Sheilds' letter of the 22nd December, 1873, as under:—

"I see no objection to the size of the pile (10" x 10") which you prefer adopting, especially as the specification says *not less than 9" x 10"*; but I fear it will give rise to complaint at Sydney if you alter the thickness of top slab from 2" to 1½", especially as it alters the proportion of top slab to whole pile from ⅓ to ⅔. Again, I would also ask your attention to clause 10 of specification, that the bloom is to be reheated to a *welding heat*, the last words not being in your letter of 19th, though probably intended."

These references are unimportant, and give no grounds for supposing that any objection was taken to the specification; on the contrary, nothing can be more satisfactory than the following paragraph from the Park Gate Co. to Mr. Sheilds in their letter dated 19th December, 1873.

After describing the quality of the iron they propose to use and the arrangement of the pile, they say:—

"We may mention that we manufacture many thousand tons of rails annually for the Midland Railway, under a three years guarantee, from a like pile but with a similar slab top and bottom for double headed rails, and although their traffic is enormous we find that it produces the best rail to stand the wear and tear of their system."

But have the Park Gate Co. supplied iron of the description above referred to? I say they have not.

On the delivery of the first shipment of these rails at Sydney, the storekeeper's assistant called attention to their roughness, in memo. appended. I examined them myself, both on the wharf and at the Sydney station, and I then said, and I have seen no reason since to alter my opinion, that from their appearance *only* I would not have passed one rail in fifty.

The specification says, clause 13:—

"The surface of the rails and the edges of the flanges to be free from cracks or other defects."

This condition has been entirely disregarded, as I have repeatedly pulled off pieces of iron both from the top of the rail and under the bottom flange, and the whole of the rails delivered up to the present time have the most unfinished appearance of any rails I have ever seen.

* Appendix C.

To test the wear of these rails, I forwarded ten pairs to Newcastle to Mr. Bewick, the Superintendent of the Way and Works on the Northern Line, to be laid down in the coal sidings in the Newcastle Station-yard* (see memo. in Appendix, dated 24th June, 1874). Mr. Bewick, in his memo., dated 11/7/74, in reply, says,—“The rails, &c., have arrived, and I have commenced laying them in. If these rails are a fair specimen of those being imported for the extensions, I would advise the Engineer-in-Chief to make arrangements for having them properly straightened, for it will be impossible to make a good permanent way with them in their present state, for as regards straightness and finish I have no recollection of ever having seen worse rails.”

From Mr. Bewick's first report on the wear of these rails sent to him, dated August 11th, 1874 (see Appendix), I extract the following:—“One of these rails (laid down on July 11th) is now as near as possible worn out, and the other is failing very fast. I, however, propose letting them remain in as long as I can with safety, when I will have them taken out and send them to Sydney for your inspection. A few more pairs of these rails have been laid in where the traffic is lighter, some of which are already showing unfavourable symptoms.”

Again, Mr. Bewick wrote, Newcastle, 1st September, 1874,—“I have the honor to inform you that the two short lengths of single-headed rail, alluded to in my report of August 11th, were taken out yesterday, after being in wear 44 (forty-four) working days, and, as will be seen on inspection, they were not taken out before they were completely worn out.”

* Appendix C.

Mr. Firth, District Engineer on the Southern Line, Goulburn to Yass, writes, on the 28th October,*—“I have examined a large portion of the permanent-way material now lying at Goulburn for use on No. 1 Contract, and I find that up to the present time about two-thirds of the rails taken on to the works have been left as being unfit to lay in the road without being straightened, and they are so uneven in width that it will be almost impossible to make the flanges fit into the sleepers as they ought to do.” (See letter in Appendix.)

† Appendix C.

Mr. Williams, the contractor for the extension Goulburn to Yass, writes, under date 4 November 1874,†—“The rails are in such very bad condition that I am compelled to straighten them by hammer and a press before permitted to put them in the road. In some instances four or five pair only can be used out of a truck-load of fifty rails, involving the turning over and sighting of every rail, and twice handling, and in very many cases every rail has to be passed through the press before putting in the straight road.” (See Appendix.)

‡ Appendix C.

‡ Mr. Mason, Superintendent of Permanent Way and Works on the Southern and Western Railways, writes, on October 31st, 1874, with reference to the ten pairs of 70-lb. rails laid down in the Sydney Station-yard, on the 28th September, 1874,—“I have examined them from time to time, and observed
strong

strong indications of wear, and at the present date there is one bulged on the head in several places which cannot last much longer. After a few days' wear the majority of them were bruised on the head inside immediately under the tread of the wheel."

Again, on the 1st December, 1874, Mr. Mason writes—(see *Appendix C*):—

"One of the new rails laid on the 28th September last in the Sydney yard was reversed on the 11th ult., having split on the head at the joint, and also about 3 ft. 6 in. from the joint."

On the 9th December, 1874, Mr. Firth writes as under:—

"I am informed by Inspector Lidden that whilst the contractors were straightening a crooked rail with the press, the rail suddenly broke short off; as they are very badly made, and apparently of bad iron, is it not advisable to have a number of them tested with the hydraulic press, as, in the event of their being unsatisfactory in this point, it may be necessary to introduce more sleepers."

I extract, for the information of the Minister, the following clauses from the specification for these rails:—

- "6. The pile from which the rails are to be made to be not less than 9 in. by 10 in., and of such length as may be necessary to have a sufficient extra quantity of iron to secure perfect soundness at the ends of the rails.
- "7. The slab for forming the head of the rail to be made of the *best mine iron*, specially selected for hardness and toughness, and made into a bloom, thoroughly and closely worked together on all sides under the hammer, then reheated to a welding heat, and rolled into a bar 9 in. wide and 2 in. thick. This slab must in all cases be the full length and width of the pile.
- "8. The slab and side pieces for forming the flange and shoulder to be of the best quality of No. 2 iron, such as shall produce a strong, tough, fibrous iron.
- "9. The intermediate bars are to be made of such a mixture of ores, being *all mine iron*, as shall produce good, strong, tough, puddled iron of the best quality for the purpose, and not exceeding $\frac{1}{4}$ of an inch in thickness, and of such widths as properly to break joint.
- "10. This pile, 9" x 10", is to be rolled into a bloom, which is to be reheated to a welding heat and then rolled into a rail.
- "11. Before commencing to roll the rails samples must be sent to the superintending officer, and his approval, in writing, obtained of the quality of the iron the contractor proposes and will guarantee to use; * * * * *
- "12. The rails to be of uniform section throughout, and in exact accordance with the approved template, the ends sawn off true and square, free from roughness at the edges, and the straightening must be done without hammering.
- "13. The surface of the rails and the edges of the flanges to be free from cracks or other defects. No patching nor hammering will be permitted.
- "14. The holes for fishing must be without burrs, square through the rail, and exactly in accordance with the given size and position shown on drawing.
- "15. The rails to be subject to the inspection of the superintending officer or his assistant during all the stages of manufacture. The bars for forming the piles will be rigidly tested in such manner as he shall decide, and certain finished rails shall be selected to be broken, under varying conditions, the expense of these tests being borne by the contractor, who, when requested, is to furnish labour to assist, and to afford every facility for examination during manufacture, testing, and thoroughly inspecting the work."

If Mr. Shields had the slightest doubt as to the specification not providing for the best quality of rails which it was possible to obtain, it was clearly his duty to have suggested such an alteration as would have secured to this Colony the best possible article, as it must have been very palpable to him that the best, and not the worst, rails were required.

No suggestion, however, having been made, either by himself or the manufacturers, with the view of improving the specification (which I again assert is in no way defective), it appears to me too late, when the rails have turned out defective, to state that the specification has been faithfully carried out.

It is the quality of the iron which is defective, and this was approved by Mr. Shields, on the recommendation of the manufacturers, as stated in their letter, dated 19th Dec., /73.

No matter how carefully a specification may be drawn, it cannot enforce the carrying out of its own provisions, which clearly stipulated that the iron used should be of the best description for the purpose intended; but as iron of an inferior kind has been used, the responsibility must rest with the inspecting officer and the Park Gate Company.

JOHN WHITTON.

No. 33.

(75/599.)

MR. SECRETARY SUTHERLAND'S MINUTE FOR CABINET.

Rails ordered from the Park Gate Iron Company for the Extension from Goulburn to Yass.

It is with much regret that I have to submit to the consideration of the Government the accompanying correspondence on the subject of the unsatisfactory manner in which the Colony has been dealt with in respect of the rails for the extension from Goulburn to Yass.

Tenders were called for in England by Sir Charles Cowper, on a specification prepared by the Engineer-in-Chief for Railways, and the tender of the Park Gate Iron Company was accepted at the highest rate ever paid by this Government for rails, viz., £12 12s. 6d. a ton.

These rails, during the whole process of their manufacture, were to have the inspection of Mr. Shields, C.E., who had been appointed Inspecting Engineer by the Agent General, in the room of Mr. John Fowler, C.E. (*A précis* of the correspondence on the subject of the withdrawal by the Government of Sir James Martin of the business from Mr. John Fowler, and its transference by the Agent General to Mr. Shields, is enclosed.)

It will be seen by Mr. Whitton's report that, on the arrival of the first consignment of these rails, doubts as to their quality were raised by the rough nature of their exterior and their unfinished appearance; directions were given to test them by laying some of them in the Newcastle yard, and the result has, I fear, proved beyond question that instead of being the very best rails, as the specification provided they should be, they are in all probability the worst rails that ever issued from a respectable manufactory.

Mr. Dewick's
report.

On the first report of their unsatisfactory character, a telegram was at once sent to the Agent General, advising him that better inspection was necessary; and by the mail which left here on the 27th August he was furnished with a copy of Mr. Whitton's report, showing that the rails which had been laid down in Newcastle yard had not stood the test of a month's service.

In reply, the Agent General furnished the explanation of Mr. Shields, the Inspecting Engineer, upon which Mr. Whitton has this day reported. Mr. Shields asserts that the rails have been in all respects supplied in terms of the specification, and declares that his responsibility does not extend beyond seeing that they are so supplied. Mr. Whitton, while contending that the duty of the Inspecting Engineer goes beyond the mere observance of the specification, asserts most positively that the specification has not been observed, that the rails are composed of bad iron, and that the material has been improperly manufactured.

There can be, I think, no reason to question the conclusion which Mr. Whitton has arrived at; but under the circumstances of the case, and seeing that the Park Gate Iron Company have no representative in the Colony, I think it is desirable that a Board of competent persons, unconnected with the department, should be appointed to inspect, test, and report upon these rails, in order that should their investigation confirm Mr. Whitton's estimate, the Crown Law Officers may be consulted as to the steps which can be taken to obtain redress.

It appears to me that both the contractors and the inspecting engineer have disregarded their respective obligations in this matter; and if it were not for the established character of the Park Gate Iron Company, and the confidence which the Agent General has stated he has in the integrity of Mr. Shields, I should be forced to the conclusion that there had been a design to defraud the Government.

I suggest that the following named gentlemen should form the Board of Investigation:—

Alexander Brown, Esq., City Iron Works;
John Russell, Esq., P. N. Russell & Co.; and
David Smith, Esq., Manager of the Mittagong Iron Works.

JOHN SUTHERLAND.

18 December, 1874.

The Cabinet approve of the appointment of Commission of Inquiry.—H.P., 27/1/75.
The Under Secretary for Public Works, B.C., 28 January, /75.—H.H.

[Enclosure.]

PRECTS.

Employment of Mr. Shields as Inspecting Engineer of Railway Materials imported by the Government.

In a minute signed by the Hon. John Robertson, then Colonial Secretary, and Mr. James Byrnes, Secretary for Works, dated September, 1871, it is stated, "that at the last Cabinet Council, on consideration of the position and duties of Mr. Fowler, the Inspector in England of permanent way materials and rolling stock for the Colony, it was determined to communicate with the Agent General for the Colony by the mail about to be closed for England, and request Mr. Cowper to make some other arrangement for the duty, on the ground that it seems to the Government that Mr. Fowler's numerous other avocations must preclude his giving such attention to the duties required of him for the Colony as is desirable."

Mr. Robertson proceeds to say that, "on consultation with my honorable colleague, the Minister for Works, difficulties appeared to us of a kind not discussed at the Cabinet," viz., as to the propriety of final arrangements being made for the appointment of some one in Mr. Fowler's place without the sanction of the Executive; and also, whether it would be proper for the Agent General to make the selection of a gentleman for the office and to appoint him without first making reference to the Government here. "Under these circumstances," the Minister goes on to say, "we think the least objectionable course will be to limit the action of the Government at present to writing Mr. Cowper, and informing him of its determination with reference to Mr. Fowler and the duties with which he has been connected—requesting Mr. Cowper to take steps to ascertain under what terms they can be performed so as to meet nearer the views of this Government already stated, and generally for him to make any suggestion that may occur to him, not only as to the selection of a gentleman to perform the duties, but as to the nature of such arrangements as are likely to bring about the best results."

A letter to the above effect was written to Sir Charles Cowper, on the 6th September, 1871. He acknowledged the receipt of it on the 3rd November following, stating that the subject was one of such grave importance that he would not be able to deal with it in the short period which would elapse before the outgoing mail was closed, but promising that it should have his immediate and earnest attention. Mr. Cowper added—"Mr. Fowler has never spoken to me on the business entrusted to him, nor has he ever been in my office. In fact, I have never seen him, except accidentally in the open air. Yesterday I received the first letter bearing his own signature, and I am informed that my predecessor never had one, nor have the clerks ever seen him in the office. His representative, I am in justice bound to say, is an attentive and apparently a well qualified gentleman; but I imagine our business is of comparatively insignificant consideration to Mr. Fowler."

On the 10th January, 1872, the Agent General wrote to say that he had been making inquiry as to the course pursued by other Governments in regard to inspection in England. "He finds," he says, "the practice differs, and the opinions of engineers vary; in some cases inspection in England is insisted upon, but not in all," &c. Mr. Cowper adds—"I wrote on the 8th instant to Mr. Fowler, requesting him to meet me here to-day that I might have some conversation respecting the existing arrangement with him, but Mr. Baldry, his deputy, wrote to me that he was absent in Egypt, where I understand he is likely to be for some months. Mr. Baldry, however, came, and I briefly informed him that a change would probably be made";

made"; and then he says,—“The present seems a favourable time for making a change, as there is not much required by the Colony. Whatever may be found necessary with respect to machinery, I see clearly that inspection of rails here is not thought by engineers to be of any value, though very large sums have been paid by us in past years on that account.”

On this letter is a minute by Sir James Martin,—“The Cabinet approve the suggestion of the Agent General,” 19th March, 1872. On the same date Mr. Robertson directed a letter to be prepared informing Sir Charles Cowper, which was sent on the 25th March, and on the papers being forwarded to the Works Department, Mr. Byrnes expressed his approval thereon on the 8th April following.

On the 20th March, 1872, Sir Charles Cowper wrote to say that since the date of his letter of 10th January, he had, when he required professional advice, consulted Mr. Shields, C.E., who was many years ago connected with the Sydney Railway Company. “Of his integrity and intelligence”—the Agent General says—“I entertain a high opinion. Since he left New South Wales he has been in practice in London, thereby having ample opportunity of becoming acquainted with contractors for railway machinery; and his offices being in the immediate neighbourhood of my chambers, every facility for personal conference is afforded. I have not, of course, made any permanent arrangement with Mr. Shields, but the cost of inspection, &c., will be considerably less than 2½ per cent.”

The only minute on this paper is one by the Hon. John Robertson,—“May be communicated to the Minister for Works, 8th May, 1872”; and the Commissioner for Railways has marked upon it,—“Seen by Minister, 16/5/72.”

No further steps appear to have been taken, and it was not till Sir Charles Cowper wrote his letter of 31st October, 1873, that the question was again before the Government. Sir Charles, after calling attention to previous correspondence, says:—“Since those letters were written I have employed Mr. Shields, who was connected with the Sydney Railway in its earliest stages. This gentleman has for many years resided in London, and has maintained a reputation for strict integrity and close attention to the business of his profession. I found that Mr. Lowe, the Chancellor of Exchequer, employed him in some of the Government works here, and still employs him occasionally. Since I have consulted him he has been most attentive, and always available when required; he has, in fact, given me entire satisfaction. The enclosed letter states minutely the rates which he has been paid for the several works he has inspected. When I first employed him I stipulated that, should he be employed in heavier works, the remuneration must be considerably reduced, and when the order for the Railway extension to Wagga Wagga reached me I agreed with him that he should only be paid half per cent. for inspecting the rails. I found upon inquiry that the Victorian and Queensland Governments pay 2 or 2½ per cent. upon all their work, including everything, however extensive.

Mr. Shields is to give the most rigid inspection of the work, in strict conformity with Mr. Whitton's specification, throughout the manufacture of the rails.”

From Mr. Shields, 17th Sept., 1873. This letter shows that Mr. Shields had been paid £232, being 2 per cent. upon orders to the value of £11,556.

Mr. Fowler's charges were:—2½ per cent. on orders for machinery, and 1 per cent. for rails and fastenings, &c. These charges included everything, cost of plans, consultations, &c., &c.

Mr. Shields' charges are:—2 per cent. on orders for machinery and fastenings, &c., and ½ per cent. for rails; extra charges being made for plans, drawings, &c., consultations, attendances at Board for opening tenders, &c., &c.

CH. A. G.,
19/11/74.

No. 34.

(74/7036.)

MINUTE PAPER.

PENDING decision of Cabinet Mr. Secretary Sutherland has directed that we write to Alexr. Brown, Esq., City Iron Works; John Russell, Esq.; and David Smith, Esq., Manager, Mittagong Iron Works, and ask them if they will consent to form a Board to report upon rails which have been received from the Park Gate Iron Company for the extension from Goulburn to Yass.

CH. A. G.,
22/12/74.

Messrs. Brown, Russell, and Smith, 22/12/74.

In a week. Replies herewith, 28/12/74.

These gentlemen have consented to act—see their letters herewith. The papers on the subject are with the Cabinet.—CH. A. G., 30/12/74.

See decision of Cabinet on 75/599, “Board of Inquiry to be appointed.”—27/1/75.

Letters to Messrs. A. Brown, John Russell, and David Smith, asking them to place themselves in communication with each other, with a view to appointment of time and place of meeting, and that a memo. of their appointment with instructions will be placed in their hands in a few days. Letter written, 1/2/75.

75/603.—Memo. to Mr. Whitton to give Board every assistance in carrying out their investigation.

Now forward the papers to the Crown Solicitor, with a request that he will draw up form of appointment, &c.—J.R., B.C., 1/2/75.

Reed. 2 Feby., 75., J.W.

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No. 35.

(74/1583.) THE COMMISSIONER FOR RAILWAYS to ALEX. BROWN, Esq.
 Department of Public Works,
 Railway Branch,
 Sydney, 22 December, 1874.

SIR,

I have the honor, by the direction of the Secretary for Public Works, to inquire whether you will consent to be one of a Board, in conjunction with the gentlemen named in the margin, to inspect, test, and report upon the rails which the Park Gate Iron Company have supplied the Government with, for the railway extension from Goulburn to Yass.

The favour of an early reply is requested, as the matter is an urgent one.

I have, &c.,
 JOHN RAE,
 Commissioner for Railways.

(Similar letters to John Russell, Esq., and Alexander Smith, Esq.)

No. 36.

(74/7104.) DAVID SMITH, Esq., to THE COMMISSIONER FOR RAILWAYS.
 Fitzroy Iron Works, Nattai,
 24, December 1874.

SIR,

In reply to your letter of 22nd (No. 74/1582), I beg to say I shall have much pleasure in forming one of the Board to inspect, test, and report upon the rails mentioned.

I remain, &c.,
 DAVID SMITH.

With 74/7036.

No. 37.

(74/7103.) ALEX. BROWN, Esq., to THE COMMISSIONER FOR RAILWAYS.
 City Iron Works,
 Pyrmont, 24 December, 1874.

MY DEAR SIR,

I am in receipt of your communication of 22nd instant, and shall be happy to form one of the Board for reporting on rails, and to act in conjunction with the gentlemen named in your favour.

I am always pleased to assist the Government in any way that lays in my power.

I am, &c.,
 ALEX. BROWN.

No. 38.

(74/7093.) JOHN RUSSELL, Esq., to THE COMMISSIONER FOR RAILWAYS.
 Sydney, 23 December, 1874.

SIR,

I shall have much pleasure in acting in conjunction with the gentlemen named in your letter of yesterday for the purpose therein mentioned, when and where you please.

I have, &c.,
 JOHN RUSSELL.

No. 39.

MINUTE OF COMMISSIONER FOR RAILWAYS.

THE Engineer-in-Chief for Railways is informed that a Board consisting of the following gentlemen, viz. :—

Messrs. John Russell, of P. N. Russell & Co.,
 Alexander Brown, of the City Iron Works, and
 David Smith, Manager of the Mittagong Iron Works,

have been appointed to inspect, test, and report upon the rails recently imported by the Government.

The Board have been written to and requested to name their time and place of meeting, and to make other arrangements for conducting the investigation. Mr. Whitton will have the goodness to give them every facility and assistance he can render to enable them to conduct the inquiry satisfactorily.

J. R. B.C., 1 Feb., 1875.

J.W., 5/2/75.

No. 40.

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No. 40.

DAVID SMITH, Esq., to THE COMMISSIONER FOR RAILWAYS.

(75/1018)

Fitzroy Iron Works,
Naltai, 12 February, 1875.

DEAR SIR,

I am under an engagement with the Fitzroy Company for three years, from 4th June, 1873, and cannot undertake any business without the consent of the local Committee in Sydney.

I have requested leave of absence for a few days to attend the Committee to test the rails lately received from England, and have failed to obtain any satisfactory reply to my letter.

I very much regret this, as I should (had I power to do so) have had great pleasure in giving any assistance in my power in this or in any other way to serve the Government.

I am, &c.,
DAVID SMITH.

I understand from Mr. Booth, M.P., Mr. Blyden, of the New Iron Works at Pymont, has a thorough practical knowledge of the manufacture of iron, and would be a good witness.—J.R., 15/2/75.
Has Mr. Struth been thought of?—J.R. Request Mr. Struth to act.—J.R., 23/2/75.

No. 41.

THE COMMISSIONER FOR RAILWAYS to J. STRUTH, Esq.

(75/232)

Department of Public Works,
Railway Branch,
Sydney, 23 February, 1875.

SIR,

I have the honor, by direction of the Secretary for Public Works, to inquire whether you will consent to be one of a Board, in conjunction with the gentlemen named in the margin, to inspect, test, and report upon the rails which the Park Gate Iron Company have supplied the Government with for the extension from Goulburn to Yass.

The favour of an early reply is requested, as the matter is an urgent one.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

Alex. Brown,
Esq.
John Russell,
Esq.

No. 42.

J. STRUTH, Esq., to THE COMMISSIONER FOR RAILWAYS.

(75/1269)

117, Phillip-street,
Sydney, 25 February, 1875.

SIR,

In reply to yours of the 23rd instant, requesting to be informed whether I would consent to be one of a Board to inspect and report upon rails for the extension from Goulburn to Yass, &c., I beg to inform you that I shall be happy (in conjunction with the gentlemen named) to assist in carrying out whatever instructions the Government may desire.

I have, &c.,
JOHN STRUTH.

Write to Messrs. Brown and Russell, and say that Mr. Smith having, subsequently to his accepting the office, expressed his inability to act, Mr. John Struth was asked to associate himself with them in Mr. Smith's place, and as he has consented to do so request their co-operation.—CH.A.G., 27/2/75.

Crown Solicitor, who has the papers for the purpose of preparing appointment of Board. This matter should now be brought to a conclusion.—J.R. B.C., 1/3/75.

No. 43.

THE CROWN SOLICITOR to THE COMMISSIONER FOR RAILWAYS.

(75/1604.)

Crown Solicitor's Office,
Sydney, 10 March, 1875.

SIR,

I have the honor to return the papers relating to the proposed inquiry into the quality, &c., of the iron rails supplied by the Park Gate Iron Company, and to state that I do not know what form of appointment you require in this matter. I think a letter informing the gentleman who are to act as the Board of Inquiry of the nature of the inquiry you wish to have made, and requesting them to report within a named time, is all that is required; and I have therefore prepared a draft letter, which I forward herewith; but as the instructions with the papers are very general in terms, it will be necessary that you should consider, before adopting the form of letter sent, whether a report in terms of the reference thereby made will give all the information you require.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

See Commissioner's minute on draft letter prepared by Crown Solicitor herewith, 11/3/75.
Mr. Whitton.

No. 44.

No. 44.

To Messrs. Alexander Brown, John Russell, and John Struth,
of the City of Sydney, Esquires.

Gentlemen,

The Honorable the Minister for Works being desirous of obtaining from skilled persons not in the employ of the Government, a report as to the quality and condition of certain rails which have been supplied by the Park Gate Iron Company to the Railway Department, and whether the same are in accordance with the specification under which they were ordered,—I have the honor to request that you will be pleased to consider this letter as an appointment, constituting you a Board to inquire into and report upon the quality and condition of the rails before mentioned, and whether same are in accordance with the specification. You will please consider that you are hereby authorized, for the purpose of enabling you to prosecute this inquiry with effect, to give such directions as you may consider desirable for the examination of, and for testing the rails, and to call for the production of all books, documents, and papers in my possession, relating to the supplying of these rails by the contractors, and to call before you and examine any person or persons who in your opinion may be likely to give information as to this matter.

You will also understand that you are at liberty to employ such clerical and other assistance as you may think necessary to enable you to carry out this inquiry.

The Minister will feel obliged by your forwarding your report to me on or before the day of

I have, &c.,

JOHN RAE,

Commissioner for Railways.

Will Mr. Whitton be good enough to glance over this draft, and make any suggestions he may consider desirable.—J.R., 11/3/75. I think the instructions contained in this letter sufficient for the purpose.—J.W., 11/3/75. Commissioner. Approved.—J.R., 11/3/75. Copy to Messrs. Brown, Russell, and Struth, 12/3/75. Resubmitted, 1/4/75.

No. 45.

MR. JOHN RUSSELL TO THE COMMISSIONER FOR RAILWAYS.

(57/2133.)

Sydney Foundry,
Sydney, 2 April, 1875.

SIR,

I am requested by the Commissioners appointed to examine and report upon the iron rails supplied by the Park Gate Iron Company to the New South Wales Government, to apply to you for all documents and other papers in your possession referring to matters connected with the contract; also certificates, &c., from the Government Inspector, for their perusal before sending you their report; also any papers or other documents in connection with the supply of fish-plates, bolts and nuts, spikes and screws, supplied by the contractors for same.

I have, &c.,

JOHN RUSSELL.

No. 46.

THE COMMISSIONER FOR RAILWAYS TO JOHN RUSSELL, ESQ.

(75/447.)

Department of Public Works,
Railway Branch,
Sydney, 8 April, 1875.

SIR,

In compliance with the request contained in your letter of the 2nd instant, I have the honor to forward the papers in my possession having reference to the contract for the supply of rails by the Park Gate Iron Company, for the extension from Goulburn to Yass. I have no papers on the subject of the supply (by the contractors for same) of the fish-plates, bolts and nuts, &c., except the specification, copies of which you have already.

I have, &c.,

JOHN RAE,

Commissioner for Railways.

No. 47.

MINUTE PAPER.

(15/1313.)

Department of Public Works,
Railway Branch,
Sydney, 13 March, 1875.

Engineer-in-Chief to Commissioner.

Subject:—Permanent-way Fastenings for extension to Yass.

A BOARD having been appointed by the Commissioner to inquire into the quality and condition of the rails supplied by the Park Gate Company for the railway extension from Goulburn to Yass, I suggest that the same Board be requested to extend their inquiry to the quality of the fastenings, spikes, screws, fish-plates, and bolts and nuts, supplied by the Patent Nut and Bolt Company and the Darlington Iron Company for the same extension.

JOHN WHITTON.

Approved.—J.R., 31/3/75.

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No. 48.

THE COMMISSIONER FOR RAILWAYS TO JOHN RUSSELL, ESQ.

Department of Public Works,
Railway Branch,
Sydney, 2 April, 1875.

SIR,

As one of a Board appointed to inspect, test, and report upon the rails which the Park Gate Iron Company have supplied the Government with, for the extension from Goulburn to Yass, I have the honor to request that you will be so good as to extend your inquiry to the quality of the fastenings, spikes, screws, fish-plates, and bolts and nuts, supplied by the Patent Nut and Bolt Company, and the Darlington Iron Company, for the same extension.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

(Similar letters to Alexr. Brown, Esq., and J. Struth, Esq.)

No. 49.

JOHN RUSSELL, ESQ., TO THE COMMISSIONER FOR RAILWAYS.

(75/2365.)

Sydney Foundry,
Sydney, 13 April, 1875.

SIR,

I have the honor to acknowledge receipt of your letter dated 8th instant, also a packet of papers having reference to the contract for the supply of rails by the Park Gate Iron Company to the N.S. Wales Government.

I have, &c.,
JOHN RUSSELL.

No. 50.

JOHN RUSSELL, ESQ., TO THE COMMISSIONER FOR RAILWAYS.

(75/3135.)

Sydney Foundry,
Sydney, 14 May, 1875.

SIR,

I have the honor to forward you, *per* bearer, the report of the Commissioners on the Park Gate Company iron rails, together with samples having reference thereto; and also report on fastenings and fish-plates supplied to the Railway Department, with samples tested.

I also return the papers having reference to the above, and which you forwarded to me on 8th ultimo.

I have, &c.,
JOHN RUSSELL.

No. 51.

MESSRS. STRUTH, BROWN, AND RUSSELL TO THE COMMISSIONER FOR RAILWAYS.

Railway Rails—Report on quality of, supplied by the Park Gate Iron Company.

Sydney, 14 May, 1875.

SIR,

In compliance with the instructions of the Honorable the Minister for Public Works, conveyed to us in your letter of the 12th March, 1875 (No. 75-325), in which you state that it was his desire to obtain from skilled persons, not in the employ of the Government, a report as to the quality and condition of certain rails which have been supplied by the Park Gate Iron Company to the Railway Department, and whether the same are in accordance with the specification under which they were ordered,—we have now the honor of submitting the following report.

2. The course adopted by us in this investigation has been as follows, viz. :—

- (a.) To subject a number of the rails, taken indiscriminately, to the tests referred to in the specification under which they were made, and the tabulated result of these experiments will be found in Appendices A, B, and C. See Appendix D.
- (b.) To examine those particular rails which had been laid down on the permanent way of the existing lines of railway, and which it was asserted had in a very short period of time either required to be turned or removed as utterly unserviceable, and subject them to additional tests.
- (c.) To examine those gentlemen in the Colony who, from their experience in iron manufacture, we considered capable of giving an authoritative opinion on the subject of our inquiry; and the reports of these gentlemen, together with their evidence, will be found in Appendices D, E, F, G, and H. We also called upon the Engineer in charge of the Permanent Way of the Southern and Western Lines, the Superintendent of Permanent Way of the Northern Railway, and the Resident Engineer on the Goulburn Extension, for reports. (See See Appendix I Appendices I, J, and K.)

(d.)

- (d.) Personally to examine the fifteen miles of rails which have been laid down on the Southern Extension, and subjected to five months of actual traffic by the contractor in the conveyance of permanent-way material, water ballast, &c.
- (e.) Also, with the view of ascertaining the general condition of the rails, and whether they had been properly straightened, &c., before leaving the works, to make a careful inspection of all the stacks of these rails now at the Sydney Railway Station, testing several as a fair sample of the whole. (See Appendix L.)

See Appendix D.

3. With regard to the first portion of our inquiry, we may state that ten rails were taken indiscriminately from ten stacks lying at the Redfern Station, each having the brand of the Park Gate Company upon it, and these were submitted to carefully conducted experiments under our immediate supervision, at the works of Messrs. P. N. Russell & Co. of this city.

4. In clause 16 of the specification it is stated that the rails are to be subjected to the following tests:—

- “The rail to be placed with the head upwards on two solidly bedded iron supports, placed 3 ft. 6 in. apart in the clear, and to support in the centre, for a space of five minutes, a weight of *twelve tons* without showing any permanent deflection after removal of the weight. The rail must then, under the same conditions, support a weight of 30 tons without fracture. The rail is then to be nicked round and broken in the straightening press with the head downwards. The fracture thus obtained must show a fine granular homogeneous texture in the head down to the shoulder—the web and flange must exhibit a clean fibrous fracture, and there must be no signs of imperfect welding or other defects.
- “One of the two portions of the rail to be then laid down with the head upwards on iron supports, 3 ft. 6 in. apart in the clear, fixed on solid foundations, and subjected to one blow of an iron weight of 10 cwt. falling from a height of 7 feet. The rail must show no signs of fracture after this test.”

5. We have, as will be seen by the annexed tabular statements, Appendices A, B, and C, closely followed the modes above prescribed for testing the rails. All the rails experimented upon withstood satisfactorily the test of supporting a weight of *twelve tons*, between supports of 3 ft. 6 in. apart, without any permanent deflection being occasioned thereby, but it will be observed that several of the rails were fractured before the loading by actual weight or the pressure from the hydraulic press reached the specified weight they were to withstand of 30 tons, breaking in every case short off, more like a piece of cast than malleable iron.

6. After nicking them round, the rails broke at a pressure varying from 13 to 22 tons, and the fractures invariably exhibited a coarse crystalline grain on the head, web, and flange, and little or no fibre was observable in the flange or web, which contained a large quantity of dirt, proving clearly to us that the iron throughout employed in their construction had not been properly worked, nor was of the quality specified in clauses 7, 8, 9, and 10, which states that—

- “The slab for forming the head of the rail to be made of the best mine iron, specially selected for hardness and toughness and made into a bloom thoroughly and closely worked together on all sides under the hammer, then re-heated to a welding heat, and rolled into a bar of 9 in. wide and 2 in. thick. This slab must in all cases be the full length and width of the pile.
- “The slab and side pieces for forming the flange and shoulder to be of the best quality of No. 2 iron, such as shall produce a strong, tough, fibrous iron. The intermediate bars are to be made of such a mixture of ores, being all mine iron, as shall produce good strong, tough, puddled iron of the best quality for the purpose, and not exceeding $\frac{3}{4}$ of an inch in thickness, and of such widths as properly to break joint.
- “This pile, 9 inches x 10 inches, is to be rolled into a bloom, which is to be re-heated to a welding heat and then rolled into a rail.”

See Appendix D.

7. When subjecting the rails to the test of a weight of 10 cwt., falling a distance of 7 feet, as per specification, we found that four out of the eleven exhibited slight fractures, as will be seen by the tabular statement of the experiments in Appendix B, a result which is in our opinion an additional proof of imperfect manufacture.

See Appendix D.

8. In order to obtain further proof regarding the quality of the iron of which these rails were composed, and as to the mode of piling and working which had been adopted in their manufacture, we had several pieces cut from the rails, the ends planed up and placed in a solution of strong acid, which had an effect of destroying the inferior parts of the iron in a manner that will be better understood by a reference to the prints we had taken from them, as shown in Appendix M. The samples or pieces of rail are also forwarded herewith.

9. With the view of obtaining some information with regard to the way these rails withstood in actual practice the ordinary wear and tear of the traffic when laid down on the existing lines, we availed ourselves of the power vested in us by the Honorable the Minister for Public Works, and communicated direct with the engineer who is in immediate charge of the permanent way of the Southern and Western Railways, and we were favoured with the memorandum from Mr. William Mason, C.E., which will be found in Appendix J. This return, it will be observed, shows that out of ten rails laid down in the Sydney yard on the 28th of last September, one had to be reversed in a little over six weeks, two in ten weeks, two in a little under five months, and one in twenty-two weeks, while three had to be renewed in about seventeen weeks and another in twenty-two weeks.

See Appendix D.

10. It will be gathered from Mr. Bowick's report (Appendix J) what his short experience of these rails has been where laid down in the Newcastle yard of the Northern Railway. He states that two placed where the traffic was exceptionally heavy had been “completely worn out” in seven weeks, and others in from two to eight months, but adds that there is considerable difference in the quality of the rails, some as yet showing no signs of giving way.

11. When we state that the average “life” of iron rails in England on those portions of the lines where there is an ordinary amount of traffic is about 10 years, in and near London it is from 2 to 3 years, on the Continent from 12 to 15 years, and in Sweden with less traffic than in England, from 15 to 18 years, and that in this Colony some of the Barlow rails, laid down between Sydney and Parramatta, were
down

down 14 or 15 years, the results given by Messrs. Mason and Bewick scarcely require any comment from us. We have seen the rails referred to by these gentlemen, and knowing how impossible it is that any very great mistake as regards time could have been made, from the fact that the rails have not been much longer in the Colony, we must express our great surprise at the very unsatisfactory quality of the rails to produce such results.

12. We examined the rails referred to in the reports of Messrs. Mason and Bewick as having been taken up and condemned as perfectly useless, and found that the heads appeared completely crushed in, that they were split up longitudinally, and exhibited great exfoliation on the surface, thus proving by the test of actual wear that both the metal of which they were composed was not of the best, or had it been worked in accordance with the terms of the specification.

13. We both examined and obtained reports (see Appendices D, C, F, G, and H) from Mr. Thomas Bladen, Manager of the Pymont Bridge Ironworks, Sydney; Mr. S. B. Daniell, late Assistant Manager at Messrs. Sharp, Stewart, and Company's, of Manchester; Mr. Thomas Francis; Mr. Enoch Hughes, Manager of the Lithgow Valley Ironworks; and Mr. David Smith, Manager of the Fitzroy Ironworks Company, at Nattai. All these gentlemen have had great experience in iron manufacture, and two have, in addition, been practically engaged in the making of rails. Their reports speak for themselves, and we would only observe that they fully bear out the opinion we had come to as to the inferior quality of these rails. See Appendix D.

14. As the best test for rails is that of actual wear from traffic running over them, we considered it most important that we should visit and inspect the 15 miles of line which has been laid with these rails during the last five months on the southern extension between Goulburn and Yass, and we may state that a better constructed piece of permanent way we have never previously witnessed. At the commencement of the single headed or flange rails, supplied by the Park Gate Iron Company, and up to 134 miles 20 chains, we found a number of the rails flattening on the head, and giving signs of shelling off at the edges, although they have only been in use some five months for ballasting and conveying the permanent-way material to the works in progress. Some of the rails had flattened on the head $\frac{1}{32}$ of an inch, and the joints closing from $\frac{1}{8}$ of an inch to $\frac{3}{16}$ of an inch. The traffic consists of the contractor's engine, 15 tons, and four trucks, each loaded with 5 tons of rails, running once a day, and returning with ballast. The Government goods engine has also been running for water over this portion of the line, for a distance of about 2 miles from Goulburn, once a day, for about six weeks. We forward herewith a sample of the shelling which we took from off the rails. The contractor's engine, with the four trucks, at present runs once a day, with about 20 tons of rails or sleepers, for about 15 miles. The ballast wagons, about four times a day for short distances of from 2 to 3 miles, have been running for about four months. 8 miles from Goulburn we inspected several rails laid on a gradient, that have only been in use for about two months, and found that they were very much flattened on the head, and shelling off considerably.

15. At the end of the line, about 15 miles from Goulburn, we inspected a large number of these rails on the ground, and found them all more or less buckled and twisted, which will necessitate their being straightened before they can be put in the work, involving the expense of unloading from the trucks at the straightening press, straightening and hammering, and reloading to be conveyed to their destination—all of which we estimate will cost from £45 to £50 per mile. We also found that many of the rails were wider on the flange than others, so that the sleepers had to be cut to allow them to go into the notch prepared by the machine for that purpose. The twisted rails when screwed down on the sleepers threw the head out of line. We remained at the straightening press and saw two rails straightened and hammered; one required twelve pinches vertically and twenty-six sideways, which took twenty-six minutes time of four men; the other required nineteen pinches and fourteen minutes time. The average number of pinches required to straighten the rails are twenty, and the time twenty-three minutes, or twenty-six rails per day, with one press and four men.

16. We inspected a 21-foot rail that had been broken across the head in straightening at the inner bolt-hole. The fracture showed the iron at the head to be more like cast than malleable iron, a coarse grain, and short. The flange, however, was of good fibrous iron, of a much better quality than any of those tested by us in Sydney. (See sample.) Another, which broke off at about 2 feet from the end, when undergoing the operation of straightening, exhibited on the contrary a very coarse iron, with no fibre. We were informed by the contractor (Mr. D. Williams) that as but twenty of these rails had then been broken up to this date (30th April). Our inspection fully bears out the statement of the resident engineer (Mr. Firth) "that 75 per cent. of the rails require straighten go before being laid down." (See Appendix K.) See Appendix D.

17. We also held a survey on a quantity of these rails that were lying at the Railway Station, Sydney, and found a large number of them were buckled and slightly twisted; and we are of opinion that the same were never properly straightened previous to leaving the Company's works. The results of our testing a few of these rails will be found in Appendix L.

18. Having given very careful consideration to the whole subject of our inquiry, we are constrained to state that we consider the rails manufactured by the Park Gate Iron Company to be of a very inferior quality; that the iron of which they are composed, although perhaps of a fair quality originally, is very impure and badly worked; and it is our opinion that very few would last twelve months if laid down on the permanent way of our existing lines of railways.

We find that the specification has been carefully drawn up with a full knowledge of all the requirements in the manufacture of this class of rail, and that had it been strictly adhered to in this case there could have been no possibility of any cause of complaint, either as regards the make of the rails or the quality of the iron of which they were composed.

We have, &c.,

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

No. 52.

MESSRS. STRUTH, BROWN, AND RUSSELL, TO THE COMMISSIONER FOR RAILWAYS.

Railway Iron—Report on quality of fastenings, fish-plates, &c.

Sydney, 14 May, 1875.

SIR,

In compliance with the instructions of the Honorable the Minister for Public Works, conveyed to us in your letter of the 2nd April, No. 412, in which you request us to extend our inquiry to the quality of the fastenings, spikes, screws, fish-plates, and bolts and nuts, supplied by the Patent Nut & Bolt Company, the Ebbw Vale Iron Company, and the Darlington Iron Company, for the extension from Goulburn to Yass, we have now the honor of submitting the following report.

2. We had several cases of bolts and nuts, spikes, screws, and fish-plates, sent from the Railway Station, Sydney, to the works of Messrs. P. N. Russell & Co., and which were carefully tested under our immediate supervision, with the following result:—

“One case screws, marked P.N. & B.Co. over 334.” We cut several of the heads, both cold and hot, and find the same are solid, and not welded on. The iron is of fair quality, but would not stand the test as specified in clause 1 of the specification. The samples tested we forward herewith.

“One case spikes, No. 808, P.N. & B.Co. over 342.” We find the heads are solid, but have been forged out of round iron and doubled down to form the head, and not forged out of square iron, as is usual. The iron is of fair quality, but would not stand the test as specified in clause 1 of the specification. The samples tested we forward herewith.

“One case bolts and nuts, marked P.N. & B.Co. over 27.” We find the bolts are well made, and the iron is of fair quality, but would not stand the test as specified in clause 1 of the specification. The samples tested we forward herewith.

“One case fish-plates, marked D.I.Co.” In this case we found one plate of fair quality, sample No. 4, bent to an angle of 45 degrees, and then straightened, exhibiting a fracture at the back; sample No. 5 is of good fibrous iron; the quality of iron in samples Nos. 3 and 6 is rather coarse and little fibre. The samples tested we forward herewith.

We tested three fish-plates, marked E.V. 74, as per samples Nos. 7, 8, and 9, forwarded herewith. These we find vary in quality, and we consider them as a fair sample of the whole.

3. We also examined the fish-plates, bolt and nuts, screws, and spikes, that are now being used on the extension “Goulburn to Yass,” and found as follows:—

The fish-plates marked D.I.Co. have been principally used. We broke several of them and found the iron very bad, some breaking under the blow of a hammer without being nicked. (See samples marked Nos. 1 and 2, forwarded herewith.)

The bolts and nuts, screws, and spikes, we found similar to those we had tested in Sydney.

4. From the foregoing tests we are compelled to state that the fish-plates, bolts and nuts, spikes, and screws, as supplied by the respective Companies referred to, have not been manufactured in strict accordance with the specification for the supply of same.

We have, &c.,

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

No. 53.

(75/3231.)

MINUTE PAPER.

Rails ordered from the Park Gate Company.

I HAVE hastily perused the Report of the Board appointed to inquire into the quality of the rails supplied by the above Company; and from the circumstances disclosed therein, I am strongly of opinion that steps should be taken at once to have the opinion of the Crown Law Officers, with a view to ascertain the necessary action to be taken to endeavour to recover the large amount which the Colony will have to pay. The report and correspondence will therefore be forwarded to the Honorable the Attorney General without any delay.—J.L., 19/5/75.

Under Secty., Crown Law Department.—B.C., 20/5/75, J.R.

No. 54.

THE CROWN SOLICITOR TO THE COMMISSIONER FOR RAILWAYS.

(75/3352.)

Crown Solicitor's Office,
Sydney, 22 May, 1875.

SIR,

I have the honor to return herewith the papers forwarded to me respecting the rails ordered from the Park Gate Company, and to state that I have laid them before Mr. Attorney General Dalley, who has been pleased to advise thereon, a copy of which advising will be found on the other side.

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

Submitted for instructions.—J.R., 25/5/75.

COPY OPINION.

THE result of the examinations made by the skilled persons appointed by the Government to report as to the quality and condition of certain rails supplied by the Park Gate Iron Company to the Railway Department for the Southern extension from Goulburn to Yass, appears to me to establish beyond all doubt that the rails were of a very inferior quality; that the iron was very impure and badly worked; and that they would not last twelve months if laid down on the permanent way of our existing lines of railway. It seems to be equally clear that the specification under which this manufacture took place effectually provided for rails of a good character, both with reference to material and manufacture. Under these circumstances, I would recommend the Government to authorize the Crown Solicitor to communicate at once by telegram with the legal agents of the Government in England, instructing them to obtain without delay a copy of all contracts with the Park Gate Iron Company, and other papers from the Agent General, and to submit a case to counsel as to whether an action will lie against that Company for breach of contract. In the absence of these documents I am unable to advise specifically upon this question. It will be as well for the Colonial Secretary to instruct the Agent General to furnish the attorneys of the Government in London with this information without delay.

Copies of the report will be forwarded to London by the outgoing mail.

If the whole of the rails under this contract have not been delivered by this Company, I would further suggest that the Agent General should be directed to employ some person other than Mr. Shields to make the Governmental inspection, and that a proper survey of any rails remaining in England under this contract should be at once made, the Company having notice of such survey.

W. B. DALLEY, A.G.

No. 55.

TELEGRAM FROM THE COLONIAL SECRETARY TO SIR CHARLES COWPER.

28 May, 1875.

REGRET that rails supplied by Park Gate Iron Company, six thousand five hundred tons, condemned utterly useless. Make immediate inquiry as to inspection by Shields, and withdraw any commission or agency.

No. 56.

(75/3572.)

MINUTE OF THE SECRETARY FOR PUBLIC WORKS.

ON receipt of report from Board appointed to inquire into the quality of rails supplied by the Park Gate Iron Company, I at once referred it to the Crown Law Officers for their report. On receipt of which, after submitting to Cabinet, I addressed the following telegram to the Agent General, London:—

“Secretary, Sydney, to Cowper, London.

“28 May, /75.

“Regret to say that rails supplied by Park Gate Iron Company, six thousand five hundred tons, condemned—utterly useless. Make immediate inquiry as to inspection by Shields, and withdraw any commission or agency.”

In accordance with recommendation of the Honorable the Attorney General, let duplicate copies of the report of the Board, and all papers connected therewith, be sent to Crown Solicitor for transmission to England, and inform Agent General of the action taken.

JOHN LACKEY,

Three copies of reports of Board sent to Crown Solicitor, for transmission to England. 3/6/75.
Letter to Agent General with copies of reports. 4/6/75.

No. 57.

(75/3551.)

Railway Iron—Report of Board.

I understand Crown Solicitor is in communication with legal agents in London on this subject. Should not the Minister make some communication to Agent General on subject, and forward copy of report to him?—CH. A. G., 3/6/75.

Yes, let letter be sent.—J. R., 3/6/75.

No. 58.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

Department of Public Works,
Railway Branch,
Sydney, 4 June, 1875.

SIR,

Referring to my telegram of the 28th ultimo, directing you to dispense with the services of Mr. Shields as Inspecting Engineer, I have now the honor to inform you of the causes which have led to this decision.

You are already aware by my predecessor's telegram of the 27th August last, followed by his letter of the same date, that the inspection of the rails imported for the railway extensions was considered to be unsatisfactory, and in your letter of reply, dated the 22nd September last, you furnished a report from Mr. Shields on the subject.

When the first shipment of these rails arrived in the Colony, it was apparent from their rough and unfinished appearance that in this respect they were not equal to specification; they were then tested by being laid down in the Newcastle and Sydney yards where the traffic was the heaviest, and it was found that

that they wore out under this test in a few weeks, confirming the Engineer-in-Chief's opinion that they were next to worthless. Upon this result being ascertained, it was decided that a Board composed of competent men unconnected with the department, should be appointed to inspect, test, and report upon the rails, with a view—if their report confirmed the opinion of the Engineer-in-Chief—to the Crown Law Officers being asked to advise if any steps could be taken to obtain redress.

The report of the Board was obtained on the 4th ultimo; and as the conclusion they arrived at, after a most exhaustive inquiry, fully confirmed the verdict of the Engineer-in-Chief, the advice of the Crown Law Officers was at once asked for.

A copy of the opinion given by the Honorable the Attorney General is enclosed. In accordance with his advice, the Crown Solicitor has been instructed to communicate at once with the legal agents of the Government in London, instructing them to obtain without delay a copy of all contracts with the Park Gate Iron Company, and other papers from you, and to submit a case to counsel as to whether an action will lie against the Company for breach of contract.

The Board in their report state, that had the specification been strictly adhered to there could have been no possibility of any cause of complaint; it was Mr. Shields' duty to see that the specification was adhered to, and as it was clear that he had failed in this duty, I had no alternative but to direct that his services should be dispensed with.

With printed copies of the report of the Board on the rails, I forward by book-post printed copies of their report on the fastenings, spikes, screws, fish-plates, and bolts and nuts supplied by the Patent Nut and Bolt Company, the Ebbw Vale Iron Company, and the Darlington Iron Company. It will be seen that the Board report that these materials have not been manufactured in strict accordance with the specification for the supply of same; and as they were passed by Mr. Shields, it is evident that in this respect also he has failed in his duty.

I have to request that you will have the goodness to furnish the law advisers of the Government in London with all papers and information they may require to enable them to take the required action, and that you will employ some person other than Mr. Shields to make the Governmental inspection of the materials to be supplied in satisfaction of the indents now in your hands.

I shall be glad to be informed, at as early a date as possible, of the name of the gentleman so employed temporarily, and the rate of remuneration agreed upon for his services.

I have, &c.,
JOHN LACKEY,
Secretary for Public Works.

No. 59.

(75-3640.)

MINUTE PAPER.

It is not improbable, I think, that when the report of the Board on the railway iron reaches England, the accuracy of the tests applied by the Board will be required to be verified by the same tests applied in England. To facilitate these tests, it is desirable perhaps that rails similar to those tested here should be sent to England for the purpose; and I would suggest that rails selected in the same way as the Board selected the test rails should be at once forwarded to England, in order that, should the Park Gate Iron Company request it, they may be tested in the presence of their engineer, and an engineer to be appointed by the Agent General—Mr. Shields also being invited to be present.

The rails tested by the Board here should also be sent for inspection, as also the rails which wore out under the traffic in the Newcastle yard.

The rails could be packed up carefully in boxes, and sent to England by the outgoing P. & O. Mail.
CH. A. G., 7/6/75.

Approved—except as to the mode of transmission—which may be the P. & O. if a better medium cannot be found.—J.R., 7/6/75.

Will Mr. Whitton give directions for the rails (perhaps five pair picked out indiscriminately would be sufficient) to be selected and packed. If the same course as that adopted by the Board were taken, it would be best, viz., "ten rails taken indiscriminately from ten stacks." A certificate should be given by the officers appointed to pick the rails, as to the manner they were taken, and a strong case for them is suggested, in order that they may be kept distinct for identification.

A letter will be written to Agent General on the subject when this paper is returned with statement of steps taken.—CH.A.G., 7/6/75.

The Crown Solicitor thinks the rails which were tested by the Board should not be sent to England. The rails worn out in the Newcastle yard, and some of the *new* rails only should be sent. The storekeeper perhaps should be requested to select the new rails.—J.W., 8/6/75.

Forwarded to Storekeeper. Mr. Quodling and myself will assist you.—CH.A.G., 8/6/75.

Ten new rails have been taken indiscriminately from five stacks of Park Gate Company's rails, two rails having been taken from each stack.

This has been done in the presence of Mr. Goodchap and Mr. Quodling.—A.R., 9/6/75.

The following are the particulars,—the rails were branded for identification in our presence as under:—

Our brand.			
N.S.W. No. 1.	—One 21 feet rail, branded Park Gate Iron Company (Limited)	7'74	
N.S.W. No. 1.	"	6'74	
N.S.W. No. 2.	"	4'74	
N.S.W. No. 2.	"	5'74	
N.S.W. No. 3.	"	5'74	
N.S.W. No. 3.	"	5'74	
N.S.W. No. 4.	"	6'74	
N.S.W. No. 4.	"	4'74	
N.S.W. No. 5.	"	5'74	
N.S.W. No. 5.	"	5'74	

CH. A. G.
Letter

Letter to Agent General, with certificate.—10/6/75.

Storekeeper to arrange for shipping these rails by first suitable vessel.—CH.A.G.

The ten rails have been shipped on the "Glengairn" as deck cargo; they were shipped without being bolted together in pairs, as Mr. Scott had not got them ready, and as it was not possible to get them ready in time for this ship.

A piece of rail which had been laid in the Newcastle yard has also been sent packed in a case. Mr. Scott and I both agreed that, as far as safety is concerned, the rails will be as well single as connected in pairs, and will be far more easily handled. The freight is one pound per rail, also one pound for case containing piece of rail. I hand you bills of lading herewith; also voucher for payment of freight.

To Secretary.

A.R., 11/6/75.

No. 60.

CERTIFICATE OF SELECTION OF RAILS TO BE SENT TO ENGLAND.

Department of Public Works,
Railway Branch,
Sydney, 9 June, 1875.

WE, the undersigned, certify that we have taken indiscriminately from five stacks of Parkgate Iron Company's rails, ten rails, each 21 feet long, branded as under, and which were again branded for identification in our presence N.S.W. Nos. 1, 2, 3, 4, and 5, viz. :—

Rebranded N.S.W. No. 1.

One 21 feet rail, branded Parkgate Iron Company (Limited) ...	...	...	7·74
" " " " " " " " " " " " " " " "	"	"	6·74

Rebranded N.S.W. No. 2.

One 21 feet rail, branded Parkgate Iron Company (Limited) ...	...	...	4·74
" " " " " " " " " " " " " " " "	"	"	5·74

Rebranded N.S.W. No. 3.

One 21 feet rail, branded Parkgate Iron Company (Limited) ...	...	...	5·74
" " " " " " " " " " " " " " " "	"	"	5·74

Rebranded N.S.W. No. 4.

One 21 feet rail, branded Parkgate Iron Company (Limited) ...	...	...	6·74
" " " " " " " " " " " " " " " "	"	"	4·74

Rebranded N.S.W. No. 5.

One 21 feet rail, branded Parkgate Iron Company (Limited) ...	...	...	5·74
" " " " " " " " " " " " " " " "	"	"	5·74

CHAS. A. GOODCHAP,
Secretary of Railways.

W. H. QUODLING,
Chief Clerk to Engineer-in-Chief.

A. RICHARDSON,
Storekeeper.

No. 61.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

Department of Public Works,
Railway Branch,
Sydney, 10 June, 1875.

SIR,

Referring to my letter of the 4th instant respecting the Parkgate Iron Company's rails, I have the honor to inform you that, in view of the Company being desirous of verifying the tests made by the Board by similar tests to be made in England, I have directed to be forwarded to you for this purpose ten of the 21 feet rails supplied by them, and which have been taken indiscriminately, as will be seen by the accompanying certificate, from five stacks of Parkgate Iron Company's rails lying in the Railway-yard.

You will not of course suggest to the Company the desirability of a further test in England, as the Government is satisfied with the tests already made; but in the event of the Company requiring such further test, you will not only offer no objection, but will supply them with the rails forwarded for the purpose, and appoint an engineer to be present on behalf of the Government. Mr. Shields should also be invited to be present while the tests are being applied.

With the rails in question will also be sent one of the worn-out rails tested in the Newcastle yard, and which withstood the traffic over them for a period only of forty-four working days, as stated in Mr. Bewick's report, a copy of which was sent to you in my letter of the 27th August, 1874.

I have, &c.,
JOHN LACKEY,
Secretary for Public Works.

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No. 62.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL.

Department of Public Works,
Railway Branch,
Sydney, 11 June, 1875.

SIR,

Selected from
rails supplied
by the Park Gate
Iron Company.I have the honor to enclose herein bill of lading for 10 bars of railway iron (and 1 case), shipped per "Glengairn," for the purpose of being tested, as intimated to you in letter 7th, of date the 10th instant.I have, &c.,
JOHN RAE,
Commissioner for Railways,
(For the Secretary for Works.)

No. 63.

(75/3,727.)

GOVERNMENT RAILWAYS.—MINUTE PAPER.

As the Crown Solicitor is in communication with the legal advisers of the Government in London, on the subject of the Park Gate Iron Company's rails, copies of the letters we have sent to the Agent General should be forwarded to him for his information.

C.A.G., 11/6/75.

Approved.—14/6/75, J.L.

Make copies at once. Copies herewith. To Crown Solicitor.—B.C., 14/6/75. C.A.G. pro Commissioner.

No. 64.

THE CROWN SOLICITOR TO THE COMMISSIONER FOR RAILWAYS.

Crown Solicitor's Office,
Sydney, 15 June, 1875.

SIR,

I have the honor to acknowledge the receipt, this morning, of copies of your letters to the Agent General, of date 4th June and 11th June, and to inform you that I forwarded on 5th instant, to Mr. Mackerell, copies of the Report of the Board appointed to inquire as to the quality of the rails supplied by the Park Gate Iron Company, and, by the mail which left here yesterday, copies of Mr. Whitton's report to you on the same subject.

I have instructed Mr. Mackerell to obtain from the Agent General copies of the contract with the Company for the supplying these rails, and any other papers the Agent General may have relating to this matter, and to obtain counsel's opinion as to your position.

I at the same time informed Mr. Mackerell that, if counsel should be of opinion that the Company are liable, legal proceedings are not to be commenced until instructions to that effect have been given by the Agent General. I did so as I do not find that I am in any way instructed to direct that proceedings shall be taken, and I think the proper course to be adopted will be for the Honorable the Minister for Works to communicate with the Agent General.

I therefore suggest that it is desirable that you should bring this matter under the consideration of the Honorable the Minister for Works, in order that instructions may be sent to the Agent General by the next mail.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

No. 65.

MINUTE PAPER.

Park Gate Company.

I THINK that intimation should be given to this Company of the general terms of the report of the Board appointed to inquire into the quality of the rails supplied by them, also a copy of Mr. Whitton's report. When counsel's opinion shall have been taken, the Agent General should place himself in communication with the Company; and whether this opinion advises that the Government would succeed in an action or not, it appears to me that it would be desirable for the Agent General to ascertain if the Company have any proposition to make for a settlement.—J.L., 1/7/75.

No. 66.

THE SECRETARY FOR PUBLIC WORKS TO THE AGENT GENERAL, LONDON.

Department of Public Works,
Railway Branch,
Sydney, 1 July, 1875.

SIR,

See No. 64.

Referring to my letter of the 4th ultimo, forwarding copies of the report of the Board on the railway material recently imported, I now have the honor to enclose herein a copy of a letter which the Crown Solicitor has addressed to the Commissioner for Railways showing the steps he has taken in regard to instructing Mr. Mackerell in this matter.

It will be seen that the Crown Solicitor has informed Mr. Mackerell that if counsel should be of opinion that the Park Gate Iron Company are liable, legal proceedings are not to be commenced until instructions to that effect have been given by you.

It

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It appears to me that you should as early as possible intimate to the Park Gate Iron Company the general terms of Mr. Whitton's report, and also of the report of the Board; and that whether counsel's opinion advises that the Government would succeed in an action or not, you should place yourself in communication with the Company, and ascertain if they have any proposition to make for a settlement.

Your action in regard to legal proceedings will be governed by the decision which the Company may arrive at in this matter, but I shall be glad to hear that an amicable arrangement has been effected under which the interests of this Government will be duly protected.

I have, &c.,
JOHN LACKEY,
Secretary for Public Works.

No. 67.

JOHN RUSSELL, Esq., to THE COMMISSIONER FOR RAILWAYS.

Sydney, Foundry,
Sydney, 19 May, 1875.

SIR,

I have the honor to enclose vouchers in triplicate, for the Commissioner's fees, and expenses incurred in connection with the late Commission of Inquiry on the Park Gate Iron Company's iron rails, &c.

I have, &c.,
JOHN RUSSELL.

Commission on Iron Rails.

CONTINGENT EXPENSES.

Pay Voucher No.

Department of Public Works,
New South Wales.

	Amount
John Struth, Alex. Brown, and John Russell, Commissioners.	
Commissioners' fees @ £185 each	£ 555 0 0
Reports and evidence from professional gentlemen attending experiments.....	58 15 6
Messrs. P. N. Russell & Co's a/c for use of machinery, plant, labour, and material, &c., testing rails, &c., at their works	195 0 0
Clerical assistance, travelling and other expenses in connection with Commission	35 0 0
Total	£ 843 15 6

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

No. 68.

MINUTE OF COMMISSIONER.

THE Board commenced their labours about middle of March last, and their report is dated 14th May, say two months.

C. A. G., 21/5/75.

Mr. Russell may be requested to state more definitely the different items of this account, and on what principle the charge of £185 was made.—J.R., 29/5/75.

John Russell, Esq., 1/6/75.

No. 69.

THE COMMISSIONER FOR RAILWAYS to J. RUSSELL, Esq.

(75-3250.)

Department of Public Works,
Railway Branch,
Sydney 1 June, 1875.

SIR,

In acknowledging the receipt of your letter of the 19th ultimo, enclosing vouchers for the Commissioners' fees, and other expenses in connection with the late Commission of Inquiry on the rails supplied by the Park Gate Iron Company, I have the honor to request that you will be good enough to state more definitely the different items which compose this account, and also on what principle the charge £185 Commissioners' fees was made.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

No. 70.

MR. JOHN RUSSELL TO THE COMMISSIONER FOR RAILWAYS.

Sydney, 3 June, 1875.

SIR,

I have the honor to acknowledge receipt of your letter dated 1st instant, requesting further particulars of the different items which compose the account of expenses in connection with the late Commission on the Park Gate Iron Company's Rails, and also inquiring on what principle the charge for Commissioners' fees was made.

Enclosed I have the honor to hand you Messrs. P. N. Russell & Co.'s account for use of their plant and tools, also for labour and material used in carrying out the various experiments at their works, amounting to the sum of £195; also, accounts from Messrs. Thomas Bladen, Enoch Hughes, Thomas Francis, S. B. Daniell, and David Smith, for their attendance and reports before the Commissioners, amounting to the sum of £58 15s. 6d.

The travelling and other expenses incurred by the Commissioners amounted to £10, and for clerical assistance £25. With reference to your inquiry as to the principle on which the charge for Commissioners' fees was made, I have the honor to inform you that the same has been made at the rate of £5 each for every sitting.

I have, &c.,
JOHN RUSSELL.

Mr. Whitton to state whether he considers the charges reasonable.—J.R., 7/6/75.

I think the charges made by the Commissioners of £5 a day most reasonable.—J.W., 8/6/75.

Approved.—J.L., 18/6/75. Inform.—J.R., 19/6/75. Mr. Russell informed.—22/6/75.

Accountant with voucher.—B.C., 22/6/75, C.A.G.

Entered, vou. 2270-114, for £843 15s. 6d.—J. VERNON, 23/6/75. To Secretary.—H.A.II., 24/6/75.

Sydney Foundry, 3 June, 1875.

The Commission on Iron Rails to P. N. Russell & Co. Dr.

To labour, use of machines and tools, cartage, &c., including all time and material, testing iron rails for the Commission, viz. :—

Materials used, viz. :—		wt.	qrs.	lbs.	s.	d.	£	s.	d.		
3 steel keys	0	0	8½	at	1	0	0	8	3	
1 ps. old saw blade	0	0	4½	"	1	0	0	4	9	
2 W. J. plates	0	1	8	"	0	4	0	12	0	
4 1½ W. J. bolts	0	2	5	"	0	4	1	0	4	
1 " ring	0	0	5½	"	0	4	0	1	10	
1 " circle plate	0	0	5	"	0	4	0	1	8	
2 " forlocks and 1 cotter	0	0	5	"	0	4	0	1	8	
2 " stags	0	1	11	"	0	4	0	13	0	
1 bar iron	0	0	24	"	0	4	0	8	0	
2 C. J. cheese weight	0	2	4	"	0	3	0	15	0	
1 G. M. valve and nut	0	0	1½	"	1	9	0	2	8	
English hydraulic leather	0	0	10½	"	4	0	2	0	0	
Lead for weight	0	0	10	"	0	4	0	3	4	
Bolt and nut	0	0	16	"	0	7	0	9	4	
1 G. M. nut	0	0	2½	"	1	9	0	3	11	
Oil waste, tallow, and emery used							0	6	6	
1 C. J. centre	0	0	2½	"	1	0	0	2	9	
1 ps. Muntz metal	0	0	0½	"	1	6	0	0	9	
3 files used							0	7	6	
2 W. J. straps	3	1	4	"	0	4	6	2	8	
4 ps. ½ rd. W. J.	0	0	13	"	0	4	0	4	4	
2 ps. 2½" sq. W. J.	0	1	21	"	0	4	0	16	4	
1 W. J. rod	0	0	13	"	0	4	0	4	4	
1 hook for monkey	0	0	2½	"	0	4	0	0	10	
1 " "	0	0	15	"	0	4	0	5	0	
1 shackle and cotter	0	0	15	"	0	4	0	5	0	
Monkey gear	0	0	10	"	0	4	0	3	4	
8 iron washers	0	0	2	"	0	4	0	0	8	
Bolts and nuts	0	0	5	"	0	4	0	1	8	
Oil waste, emery, paint, and nails used							0	4	6	
4 feet cedar for weight pattern					0	6	0	2	0	
Cartage							0	15	6	
2 ps. cedar	3	ft.	6	in.	"	0	6	0	1	9
2 hardwood timber	67	ft.			"	18	0	0	12	0
Labour on the above.											
Smith 6 : 2 hrs. on forgings and weldings, rails, bars, &c.	42	hours,	at	5	9		11	11	0	
Smith and 1 m. on forgings	130	"		3	9		24	7	6	
Turners' time, turning and boring work	27	"		4	0		5	8	0	
M. M. and use of machines, planing, drilling, and screwing	110	"		3	6		19	5	0	
Engine-fitter's time on above work	393	"		1	9		34	7	9	
2nd class	33	"		1	2		1	18	6	
Patl.-maker's time making patterns	14	"		1	10		1	5	8	
Boiler-maker's time on above	6	"		1	9		0	10	6	
Coppersmiths	2	"		1	10		0	3	8	
Apprentice fitter's time	64	"		1	0		3	4	0	
Do. with machines	160	"		2	6		20	0	0	
Labourers' time asstg.	553	"		1	1		29	19	1	
Boy's time	17	"		0	5		0	7	1	
Use of machines testing rails, hydraulic testing press, weighing machines, travelling and jib cranes, and other tools and plant							24	13	9	
								£195	0	0	

Pymont

Pymont Bridge Iron Works,
14 April, 1875.

The New South Wales Government
To Thomas Bladen,—
Attending at Sydney Foundry two days, giving evidence upon quality of iron
rails, and writing report upon same £10 10 0

Lithgow Valley Iron Works,
15 April, 1875.

Mr. John Russell
To Enoch Hughes,—
To two days' attendance testing rails and reporting on quality of same £10 10 0
Travelling expenses from Bowenfels 3 3 0

£13 13 0

13 April, 1875.

The Commissioner for Railways
Dr. to Thos. Francis,—
To two days attending the Commission for inspecting and reporting on rails,
@ £5 5s. 3 day £10 10 0

12 April, 1875.

The New South Wales Government
To Saml. B. Daniell,—
To attendance to give evidence on iron rails supplied by the Park Gate Iron
Company to the New South Wales Government £10 10 0

Fitzroy Iron Works,
Nattai, 16 April, 1875.

John Russell, Esq.,
Dr. to David Smith,—
To attendance to give evidence on iron rails supplied by the Park Gate Iron
Company to the New South Wales Government (two days) £10 10 0
To railway fares to Sydney 3 2 6

£13 12 6

SUMMARY.

Mr. T. Bladen's account...	£10 10 0
„ E. Hughes' „	13 13 0
„ T. Francis' „	10 10 0
„ S. B. Daniells' „	10 10 0
„ D. Smith's „	13 12 6
	<hr/> £58 15 6

No. 71.

VARIOUS Reports from 17th December, 1874, to 1st March, 1875, on subject of defective Rails, &c., not included in foregoing papers.

MINUTE PAPER TO THE COMMISSIONER.

17 December, 1874.

I HAVE the honor to report that the ship 'Samuel Plimsoll' from London has arrived in harbour with the following permanent way material for the Great Southern Line extensions.
For line Goulburn to Yass, 903 rails—177 tons 7 cwt.
For line Yass to Wagga, 926 rails—200 tons 3 cwt. 14 lbs.

A. RICHARDSON.

The "Plimsoll" brings out the first consignment of rails made by the Consett Company. I shall be glad if Mr. Whitton will depute a competent officer to see these rails landed, with a view to its being ascertained if they have suffered in any way—by being bent or otherwise—while in charge of ship, against which any claim on this account must be made. For the future all imported railway material should be so inspected, and the storekeeper will be duly instructed to give information of arrival to Mr. Whitton.

JOHN SUTHERLAND,—18/12/74.

Arrangements have been made for inspecting rails from "Samuel Plimsoll."—J.W., 30/12/74.
Comr., 2/1/75.

MINUTE PAPER.

Subject:—Inspection of material imported from England.

The storekeeper is informed that all consignments for the Commissioner will be inspected by the Engineer-in-Chief's Department as soon as landed, to ascertain if there be any claim against the ship for damage caused by bad stowage, &c., &c.

The storekeeper will therefore inform Mr. Quodling whenever goods are about to be landed, in order that instructions may be issued to the inspecting officer.—CH.A.G., B.C., 21/12/74.

This will be attended to. To Secretary, A.R., 22/12/74.

End next Tunnel.

MEMORANDUM TO MR. MASON.

Government Railways.
Engineer-in-Chief's Branch,
29 December, 1874.

(74/686.)

I wish to have the new rails on the "Samuel Plimsoll" now in harbour inspected as they leave the ship, by some one on whose judgment I can rely, as to whether or not they are landed in such condition that they can be laid in the road without being first straightened.

I know no one so likely for this duty as Richard Waring, and I shall be glad if you can make arrangements to spare him occasionally for the duty required.

JOHN WHITTON,
p. W.H.Q.

I will make arrangements for R. Waring to inspect the rails as required.—W.M., 30/12/74.
Engineer-in-Chief.

MEMORANDUM TO ENGINEER-IN-CHIEF.

Government Railways,
Engineer-in-Chief's Branch,
31 December, 1874.

(75/3.)

I FORWARD herewith a diagram showing position of new rails laid in Sydney yard, with a description of their present state of wear, &c.

Those portions etched with red colour show where the iron has broken off the rails, and will be generally represented by this section.



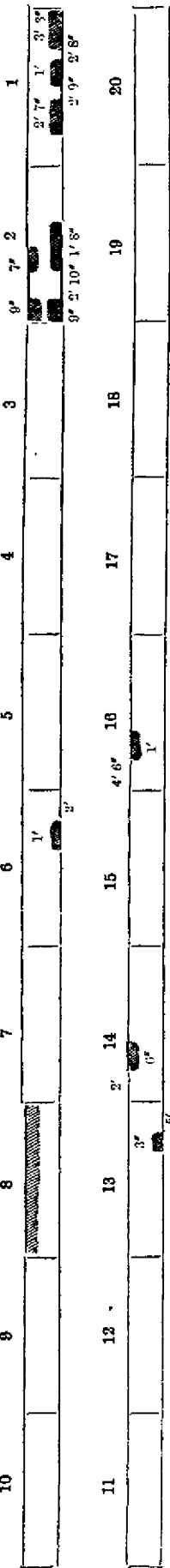
- No. 1.—Has not been reversed, and is now nearly worn out.
- 2.—Has been reversed, do. do.
- 3. } Wearing fast.
- 4. }
- 5. }
- 6.—Bruised, but not yet broken, except in one part, as shown.
- 7.—In tolerable order.
- 8.—Was reversed on the 11th September; one side being entirely worn away, and the other side bruises beginning to show.
- 9. } In tolerable order.
- 10. }
- 11. } Do. do.
- 12. }
- 13.—Reversed on the 8th December; broken in one place only.
- 14.—Very much bruised, but not yet broken, except where shown.
- 15.—A little bruised inside of head.
- 16.—Bruised.
- 17.—Do.
- 18.—A little bruised.
- 19.—Very much bruised, but not yet broken.
- 20.—In tolerable order.

W. MASON.

Forwarded for the information of the Commissioner.—J.W., 11/1/75.

Commissioner.—14/1/75.

RICHARD



RICHARD WARING TO WILLIAM MASON, Esq., C.E.

11 January, 1875.

SIR,

I have to inform you that I have examined all the new T rails, branded Parkgate Iron Co., that were lying on the Circular Quay, Campbell's, Cosmopolitan, Moore's, and Smith's wharfs, on the 2nd January, 1875. I found them all bent vertically and horizontally. Nearly the whole of these rails will require to be straightened with a press before being laid in the road.

The rails landed out of the ship "Parramatta," that I examined, are similar to those previously landed of the same brand, viz., Parkgate Iron Co.

I have also examined 553 rails landed out of the ship "Khandeish," branded Consett, 1874. None of these rails are in a fit state to be laid in the road. On an average fifteen rails in 100 rails will require to be straightened with a press vertically, and all the other rails will require to be straightened with hammers horizontally before being laid in the road.

I have also examined about 500 rails landed out of the ship "Samuel Plimsoll." They are in about the same state as those landed out of the "Khandeish."

I may state that the rails branded Consett, 1874, are in much better condition, and appear a better rail than those branded Parkgate Iron Co.

I am, &c.,

RICHARD WARING.

I carefully examined the rails in the holds of the ships "Parramatta," "Khandeish," and "Samuel Plimsoll," and found them all well and carefully stowed. All the rails I have seen unloaded have been unloaded very carefully. From the way these rails are stowed aboard ships and landed, I am of opinion they are not bent either on the ships or in unloading.—R.W., 11/1/75.

I examined the manner in which the rails were stowed in the "Samuel Plimsoll," and found it satisfactory. It would be almost impossible for them to receive any injury whatever from the stowage; and I also observed that they were unloaded from the ship in a very careful manner.

The rails branded "Consett" seem of a better class than those branded "Park Gate," but there are very few of either class fit to be put in the permanent way without straightening.

The general faults in those rails are of such a nature as to be next to impossible to have been caused by transit.—W.M., 12/1/75.—Engineer-in-Chief.

Storekeeper informed.—W.H.Q., 12/1/75.

Forwarded for the information of the Commissioner. From these reports no claim can be made against the ships.—J.W., 12/1/75.

Commissioner.—15/1/75.

(75/252.)

PARK GATE CO.'S RAILS.

In addition to the two rails returned to Sydney, ten others have been laid in. Of these one is worn out or thereabout, and will be changed in a day or two. Two or three others will probably not last more than another month, and the remainder are failing more or less. When the rails have been taken out, I will give full particulars as to the time they have lasted.

G.B., 20/1/75.

Commissioner.—J.W., p. W.H.Q., 2/2/75.

(75/280.)

MEMORANDUM TO ENGINEER-IN-CHIEF.

Government Railways,
Engineer-in-Chief's Branch,
22 January, 1875.

As four of the new rails, "Park Gate" brand, which were laid in the Sydney yard require renewing, I recommend that the rails of "Consett" brand be used for this purpose, and also for the others as they become worn out.

My reason for this is that I know of no place in the Sydney yard where these rails could be so well tested, and it would also afford a fair comparison between the two brands, being placed exactly in the same position, and having the same traffic over them.

W. MASON.

Approved, J.W., p. W.H.Q., 22/1/75.—Mr. Mason. Noted and returned.—W.M., 23/1/75.

MEMORANDUM

MEMORANDUM to ENGINEER-IN-CHIEF.

(75/443.)

Government Railways,
Engineer-in-Chief's Branch,
1 February, 1875.

THREE of the new T rails, "Park Gate" brand, Nos. 1, 2, and 6, laid in the Sydney yard, are worn out, and were replaced on the 26th ultimo by new T rails of the "Consett" brand.

The remainder of the rails are in a similar condition to that named in my last report.

W. MASON.

J.W.—5/2/75. Commissioner, 5/2/75.

MEMORANDUM to ENGINEER-IN-CHIEF.

(75/848.)

Government Railways,
Engineer-in-Chief's Branch,
1 March, 1875.

REFERRING to the new rails (Park Gate brand) laid in Sydney yard, Nos. 3 and 19, have been reversed on 23rd February. The remainder of the rails are much worn; some of which will shortly require renewing.

W. MASON.

J.W., 3/3/75. Commissioner, 5/3/75.

No. 72.

COMPARISON BETWEEN RAILS USED IN SYDNEY AND NEWCASTLE YARDS AND THOSE TESTED FROM
PARK GATE IRON COMPANY.

(No. 75/341.)

Government Railways,
Engineer-in-Chief's Branch,
9 June, 1875.

MEMORANDUM to Mr. Mason.

Referring to the rails manufactured by the Park Gate Iron Company, which were recently tested and worn out in the Sydney yard, the Engineer-in-Chief requires a statement showing the length of time other iron rails have lasted when laid down in a similar position.

Of course the comparison must be for one head only of a D.H. rail.

W. H. QUODLING.

I cannot state on any reliable data how long the rails put in the same position and subject to the same traffic as the new T rails have worn before having to be turned, but, as far as I can ascertain, the time they were in before being turned would be about eighteen months.

When the new T rails were first laid down, a D.H. new rail, manufactured by the Park Gate Iron Company, was laid in at the same time; this rail shows no signs of wear at the present time. This will give a fair comparison of the wearing qualities of each kind of rail. As will be seen from the list, No. 1 rail, which adjoins this D.H. rail, was renewed on the 26th January, 1875. The comparison would stand thus,—

New T rail renewed after 120 days' wear.

New D.H. rail shows no signs of wear after 259 days' wear.—W. MASON, 14/6/75.

(No. 75/342.)

Government Railways,
Engineer-in-Chief's Branch,
9 June, 1875.

MEMORANDUM to Mr. Bewick.

Referring to the rails manufactured by the Park Gate Iron Company which were worn out in the Newcastle yard in forty-four working days, the Engineer-in-Chief requires a statement showing the length of time other iron rails have lasted when laid down in a similar position.

Of course the comparison must be for one head only of a D.H. rail.

W. H. QUODLING.

As steel rails have been used where the traffic has been heaviest in the Newcastle yard for the last three years, I cannot speak positively as to the wearing of the iron rails; but, to the best of my recollection, at the particular point where the two 8 feet pieces of the Park Gate rails were tried, the ordinary iron rails lasted about two years, with once turning.—G.B., 11/6/75.

In what condition are the steel rails which you state have been down for three years?—W.H.Q., 12/6/75. Mr. Bewick.

A few of these rails, where the traffic is very heavy, are showing slight symptoms of wear, but none have yet been turned or changed, nor do I think that any will require turning for the next two years.—G.B., 14/6/75. J.W., 16/6/75.

APPENDIX A.

Appended to the Engineer-in-Chief's Report of 5 May, 1873, No. 1 in Schedule.

Railway Department,
Sydney, 4 November, 1872.

SIR,

In attention to the verbal instructions of the Minister for Public Works, I have had very careful estimates prepared of the cost of the extension of the Southern Railway from Goulburn to Yass.

This length having been staked out and the working section taken, the estimate may be looked upon as thoroughly reliable.

To afford information to those who will, in opposition to all experience, assert that the only way to obtain what are called "cheap" railways is to adopt a narrower gauge than that now used for the lines in this Colony, I have prepared comparative estimates of the cost of the standard gauge of 4' 8½" and for a gauge of 3' 6".*

* See page 3.

I have not considered it advisable to notice a narrower gauge than 3' 6", as I believe that any smaller gauge would be perfectly useless for a mixed traffic.

I propose to adopt for the extensions to Yass, Tamworth, and Orange, for the gauge of 4' 8½", a formation width of 15 feet for both cuttings and embankments; to use rails weighing 40 lbs. per yard; to dispense, in a great measure, with brickwork in culverts and bridges, using timber only, if obtainable; to dispense with all gate-houses and gates at public road level crossings; to use 9 inches of ballast only; and to box up the road after the line has been opened for traffic, and charge the cost to working expenses.

The sleepers to be 8 feet long instead of 9 feet, to be cut out of saplings, or any other timber which may be found in the district.

These alterations I propose with a view to greater economy in the first cost of construction, *not because I believe the alterations to be judicious, but solely to meet the almost universal call for cheap railways, which simply means that what has been left undone by capital in the first instance must be paid for hereafter out of revenue.*

After any particular country has been carefully examined and sections taken, works of certain kinds are necessary. It may be that the earthworks will be light, the bridges and culverts few in number and of small size; but on the other hand, the earthworks may be exceedingly heavy, and the bridges and culverts large in number and spans. It is therefore manifestly absurd to say that railways shall cost only a certain amount per mile, when no information of any kind has ever been obtained which could justify the fixing of any sum; and, however requisite it may be to have railways constructed at as cheap a rate as possible, it is clearly desirable to draw the distinction between what is practicable and what is purely visionary.

In the construction of all railways a certain amount of work has to be done; and, until the necessary information has been obtained by surveys and levels, all statements as to the cost which should be allowed per mile are simply worthless speculations, indulged in either because the person making them has been imposed upon himself or is desirous to deceive others.

The following estimates, prepared from sectional quantities, show what would be the cost of a railway if constructed on the gauges of 4' 8½" and 3' 6".

GREAT SOUTHERN RAILWAY.

Extension from Goulburn to Yass—Length, 54 miles 21 chains. Comparative estimate of cost on gauges of 4' 8½" and 3' 6" (exclusive of cost of land).

	4' 8½" gauge. Formation, 15 feet.			3' 6" gauge. Formation, 13 ft. 6 in.		
	£	s.	d.	£	s.	d.
Excavation	82,604	12	6	77,888	7	6
Side cutting	3,885	0	0	3,496	10	0
Side ditches	2,034	17	6	2,034	17	6
Culverts (timber)	12,962	0	0	12,687	17	0
Bridges and flood openings (timber)	16,626	5	0	16,626	5	0
Fencing (2-rail sapling)	6,077	15	0	6,077	15	0
Public road level crossings	264	0	0	264	0	0
Occupation crossings and gates	3,586	0	0	3,586	0	0
Permanent-way, laid with 40 lb. rails and partially ballasted	132,671	6	3	127,028	10	3
Sidings at Stations	4,890	0	0	4,682	0	0
Station buildings, platforms, and water supply	13,460	0	0	13,460	0	0
Engineering and supervision	13,023	0	0	13,023	0	0
	292,084	16	3	280,855	2	3
Contingencies (10 per cent)	29,208	9	7	28,805	10	3
Rate per mile, 4 ft. 8½ in. gauge	£5,921	1	9			
Do. do. 3' 6" do.	5,693	8	10			
	321,293	5	10	308,940	12	6
	308,940	12	6			
Difference	£227	12	11			
				12,352	13	4
				Difference.		

From the above it will be seen that the extension from Goulburn to Yass (54½ miles), if constructed on the gauge of 3 ft. 6 in., would cost £12,352 13s. 4d. less than if the present gauge of 4 ft. 8½ in. be retained, the saving effected by breaking the gauge being at the rate of £227 12s. 11d. per mile.

I have taken, in the estimate of the 3 ft. 6 in. gauge, the formation width of cuttings and embankments at 13 ft. 6 in., or 1 ft. 6 in. less than the formation width for the gauge of 4 ft. 8½ in.

It

It must not be forgotten by the advocates of the 3 ft. 6 in. gauge that the only difference in the cost of earthwork between the two gauges named is the length of each cutting multiplied by 18 inches, and that the quantity in the slopes is precisely the same for both gauges. The total saving under this head between Goulburn and Yass would be only £5,104 15s.

For the purpose of making a fair comparison of the cost of the two gauges, I have taken the rails for both at 40 lbs. per yard; and although I do not approve of a rail of this weight being used on either gauge, still if it be advisable to use it on a gauge of 3 ft. 6 in. it is equally advisable to adopt it on a gauge of 4 ft. 8½ in.

The advantage therefore of changing the gauge of the railways on the proposed extensions will be a saving in first cost of construction of £227 12s. 11d. per mile, and this, let it be remembered, is the only advantage.

The disadvantages will be: the serious inconvenience and expense of transferring from one gauge to the other all goods at Goulburn 134 miles from Sydney, at Bathurst 145 miles from Sydney, and at Murrurundi 120 miles from Newcastle; of purchasing new rolling stock which can only be used on a portion of the railways; of doubling the siding accommodation at the terminal stations of the 4 ft. 8½ in. gauge, or the alternative of laying down a mixed gauge; of decreasing the carrying capacity of the railways, and the expense of erecting, for the repair of engines of the 3 ft. 6 in. gauge, new workshops and machinery on each of the proposed extensions to the South, West, and North.

Nor is there any saving in working the 3 ft. 6 in. gauge as against that of 4 ft. 8½ in.; the same weights would have to be carried, and to do this the same power must be provided, and the repairs to rolling stock and permanent way would be about the same on both gauges.

There is, therefore, not a single advantage which the gauge of 3 ft. 6 in. possesses over that of 4 ft. 8½ in., except the small saving of £227 12s. 11d. per mile in first cost, and this sum is far too small to deserve the slightest consideration when compared with the serious expense and inconvenience previously stated.

I confess that I cannot see how the question of a change of gauge can be seriously entertained for one moment, more particularly when the proposed change will only reduce the width of the existing gauge by 14½ inches.

I will therefore assume that no change of gauge will take place, but that the whole of the extensions will be constructed on the standard gauge of 4 ft. 8½ in. Should this view be carried out, which I strongly recommend, I advise that the rails be not less in weight than 70 lbs. to the yard, for the following reasons, viz. :—

1. That no rail less in weight than 70 lbs. to the yard would be sufficiently strong to carry the heavy engines now in use without being crippled; and even with this weight the distance of the sleepers apart must be reduced from 3 ft.—the present distance on the existing lines—to 2 ft. 9 in.
2. If a rail 40 lbs. to the yard be used, new locomotives of a lighter construction will have to be purchased.
3. That the speed of the passenger trains must consequently be reduced, and the haulage power of the engines be proportionately diminished.

I strongly urge upon the consideration of the Commissioner the desirability of constructing the Southern Railway throughout as a first-class line, as it must soon become an important through line to Melbourne, when speed will be an absolute necessity.

I do not think it would be creditable to New South Wales, after having constructed 134 miles of a first class railway, upon which an average speed of 40 miles an hour could be maintained, to construct the remaining 250 miles, which are required to complete the Southern Railway to Albury, as an inferior line upon which a speed of 20 miles an hour would be the maximum.

Should it be considered advisable to keep down the first cost of construction from Bathurst to Orange and from Murrurundi to Tamworth, lighter engines can be provided and a rail weighing 40 lbs. to the yard laid down; but I am satisfied this weight of rail and lighter engine will not result in any permanent economy, but will, no doubt, be safe at a speed not exceeding 15 miles an hour.

I wish clearly to point out that when the formation of the country necessitates the adoption of gradients as steep as 1 in 40, such gradients, to be worked satisfactorily, require heavy engines, and heavy engines must have heavy rails to run upon, therefore, until the physical features of the district through which the railway has to be taken will admit of the construction of what is known as a level line, rails of 40 lbs. to the yard and engines of 18 tons weight are not either economical or desirable.

Careful trial sections have been taken from Bathurst to Orange, and the estimate may be considered reliable.

If the Southern extension be constructed as a first-class line, and the extensions to Orange and Tamworth as second-class lines, the estimate will be as under:—

Goulburn to Yass	...	54¼ miles			
Yass to Wagga Wagga	...	120 "			
(Probable cost)					
		174½ "	@ £7,000	...	£1,219,750
Bathurst to Orange	...	46½ miles			
Murrurundi to Tamworth	...	60¼ "			
		106¾ "	@ £6,000	...	640,500
Kelso to Bathurst	...	2 miles			60,000
			(Exclusive of the cost of land)	...	£1,920,250

On the Southern line accurate surveys and levels have been taken only as far as Yass (54¼ miles beyond Goulburn). From Yass to Wagga Wagga trial surveys are in progress, but as only three surveys have been in the field for about six weeks, little work has been done; yet, from having inspected this portion of the country, *viâ* Binalong, Cootamundra, and Junce, I have no doubt that the cost will not exceed that of the length from Goulburn to Yass.

From

From Murrurundi to Tamworth, *one* surveyor is now employed on the Liverpool Range, and, although the survey on this portion is so far completed as to determine the feasibility of *ascending* the range, sufficient information has not been obtained to show if the descent will be equally practicable.

The works on the first trial sections over this length were exceedingly heavy, and would have necessitated the construction of a tunnel of three-quarters of a mile in length, in addition to very heavy embankments and cuttings. The second trial levels are being taken for the purpose of reducing the cost of construction.

Three other surveyors have been appointed, but their services have not yet been made available in the field. In addition to the total number now employed (*seven in all*), at least fifteen more should be engaged for trial surveys alone.

At the present time engineering surveyors are difficult to meet with, and I have recommended for employment all who have made application whose services I thought would be useful; yet the number available is, as previously stated, only *seven*, for about 700 miles of trial surveys which I have advised the Commissioner to have completed as early as practicable, viz.:—

From Yass to Wagga Wagga.

For opening up the New England District with the navigation of the Clarence.

For extension of the Great Northern Railway beyond Tamworth.

From Wallerawang to Mudgee, Hill End, and Tambaroora.

In letting all railway contracts in future, I advise the Commissioner to ask for tenders at per mile, not, as formerly, on a schedule of prices; the contractor binding himself to hand over to the Commissioner the entire length at the price stated, the Commissioner finding all necessary permanent way materials.

I also advise that the lengths from Goulburn to Yass, Kelso to Orange, and Murrurundi to Tamworth, each form one contract, so as to avoid the serious expense of providing several terminal stations on each line,—an arrangement which has been found so troublesome and expensive on the Western line from Penrith to Bathurst.

If care be taken in the selection of contractors, and an abundant supply of labour be obtainable, the extensions from Goulburn to Yass, Kelso to Orange, and Murrurundi to Tamworth, may be completed in two years, and the further extension of the Southern Line from Yass to Wagga Wagga in three years, from the date of letting the contracts respectively.

As the American railways have been so frequently referred to as examples of extraordinary cheapness, I may mention that the American Cyclopædia gives the average cost of railways in the United States in 1861, at about £8,000 per mile.

In 1866, "Hunt's Merchant's Magazine," a standard work, gives the cost of 8,232 miles of American lines at £12,000 per mile.

In the same year (1866), Sir S. Morton Peto says that the outlay on American Railways has been from £8,700 to £15,000 per mile, and that they are *almost invariably single lines*.

Sir Morton Peto also says, in his work on the "Resources and Prospects of America," published in 1866, page 271:—"The earthworks of the American railroads are for the most part of a very simple character. From the generally level surfaces through which their lines are made (in the prairie districts especially), little has been required but to lay out the track; and I am afraid that the proper preparation of the road-bed has not always been as well attended to as it should have been. The timber for the sleepers has been obtained from the roadside, or from the woods in the immediate neighbourhoods. The supply has usually been abundant, and it has immensely contributed to the economic construction of the road, enabling the constructors to lay down sleepers at much more frequent intervals than we usually find them in Europe. The rails have been usually obtained from England, Wales, or Scotland, and I believe that in many cases the cost of the iron has formed in America the largest proportion of the cost of the construction of the lines. The rails are generally too light."

Again, at page 274:—"Not only the whole cost of maintaining the roads, but a very considerable proportion of the cost of their construction, has, in the case of the majority of the lines in America, been thrown *upon revenue*. I am afraid that the consequence of this has been injurious to public confidence in the American railways as commercial securities. Where lines are imperfectly constructed in the first instance—where they have to bear all the effects of climate, and of wear and tear, whilst in indifferent condition—it is quite obvious that the cost of reparations, even in the very early stages of their working, must be a serious burden. And when all this is thrown at once on revenue, adequate dividends cannot be expected. Yet, many shareholders in American railways, constructed with such limited amounts of capital as to make it obvious that they must have large debits which could only be liquidated from their resources, have never ceased to complain that they have not received dividends out of receipts, which have been necessarily appropriated to perfecting constructions and making good deficiencies which ought originally to have been provided for out of capital."

And again, at page 280:—"In one of his valuable 'Letters on American Railways,' published in the present year (1866), Mr. Lance has given a synopsis of the cost of maintaining six leading railways in England and America for one year. The result comes out as follows per train mile run:—

Cost of Working per Train Mile.			
	Expenditure on	America.	England.
1	Maintenance of way	18 87,905	5 36,424
2	Locomotive power	21 59,805	8 04,043
3	Rolling stock—repairs and renewals	10 03,886	2 39,016
4	Transportation expenses	12 77,770	10 28,949
5	General charges	2 04,185	1 42,394
6	Special charges	6 57,710	3 59,964
	Pence	71 91,261	31 20,790

It thus appears that the cost of working on the American lines is considerably more than double that of working in England, being at the rate of nearly 72d. or 6s. per train mile, against 31d. or 2s. 7d. Now, if we come to examine the items included in the expenditure under these six heads, we shall arrive, I think, at a tolerably correct conclusion as to the main defects and advantages of the American system of railway management. Under the head of "Maintenance of way," we find the principal charge to be for "Repairs of road and buildings." These items in America average nearly 17d. per train mile, against 3½d. in England. This illustrates the position on which I enlarged in the last chapter,—that a large proportion of the cost of construction in America was thrown, not upon capital, but on revenue account. Nothing, in my opinion, can be more erroneous."

Only one attempt, as far as I remember, has ever been made in this Colony to construct what is termed a cheap railway, with rails 56 lbs. to the yard; and I believe this experiment has been eminently unsatisfactory.

The railway I allude to is from Blacktown to Richmond; and for fear my proclivities for substantial railways should mar the construction of this line, the works were carried out, without any reference to me, by a gentleman who was a thorough believer in cheap railways, at a cost of £5,131 per mile, yet, after this failure, it has been asserted that substantial railways, suitable for the main lines of this Colony, can be constructed for £2,500 per mile.

EXTENSION TO HYDE PARK.

I take this opportunity of again calling the attention of the Commissioner to the advisability of extending, at the earliest time practicable, the Southern Railway, from Redfern through Hyde Park to King-street, and of erecting, on the site of the Supreme Court, which I propose to remove, a terminal station worthy of the Colony.

This extension would be a great convenience to the public, and I believe the increased traffic which would thereby be obtained would fully justify the expenditure.

Suburban railways in various directions might then be constructed, but so long as the present terminus remains no suburban lines can be projected with the least prospect of obtaining the traffic.

This extension is, I am satisfied, only a question of time, and the longer it is delayed the more expensive it will become. Since my first proposal, fifteen years ago, to extend this line, several allotments of land, then either belonging to the Government or of little value, through which the railway was to pass, have been built upon, and they cannot now be made available.

This difficulty will be greater as the Colony becomes more prosperous, and whether the extension be now carried out or not, the land required should, in my opinion, be at once secured.

I have the honor to be,

Sir,

Your most obedient servant,

JOHN WHITTON.

OPINIONS OF ENGINEERS AGAINST A BREAK OF GAUGE.

MR. Robert Stephenson, in a report to the London and North-western Railway Co., says:—"Mixing gauges introduces into the road itself a greatly increased risk of accident, entirely incapable of remedy and scarcely justifiable by any consideration of mere convenience; the application of a third-rail system at stations is inadmissible; the only alternative is to lay separate sidings for the two gauges, or, in other words, completely to duplicate the station arrangements; the stock would be nearly doubled; the amount of labour and expense in despatching trains would be much increased; the risk of collision would be fully doubled; and the profit, of course, would be much diminished." After going into figures as to the expense of laying a third rail and the increased cost of maintenance, he says,—“For the vastly additional outlay, we should get an inferior road, less safe and less efficient than the ordinary form of railway.” He then winds up by saying,—“Economy, safety, and efficiency demand a *uniform gauge*.”

Mr. Bidder in his report to the Government of India, of date 14 June, 1870, says,—

“There is, no doubt, a popular impression among persons not fully conversant with the principles of railway construction, that the cost of a railway and its appurtenances must vary according to the width of the gauge. I presume such persons adopt, without thinking, the analogy of a road or a canal, and imagine that, as these necessarily cost more when they are wider, a railway must do the same if its gauge is increased.

“But this impression is so transparently fallacious, that I can scarcely imagine it to be seriously adopted by persons accustomed to railway engineering. It must be obvious that the important elements which determine the cost of a railway are, the *size and weight of the vehicles* which are to be used upon it; and it requires but little consideration to show that these have no necessary dependence on, or connection with the width between the rails. It is possible with the same gauge, to use either broad or narrow, light or heavy vehicles; and it is equally possible to make the same class of vehicle run on either a broad or a narrow gauge.

“A reference to the principle works of a railway will make this clear. Take, first, the works *above* the line, such as cuttings, over-bridges, and tunnels; it is evident the widths and consequent cost of these must be determined by the width of the carriages that run through them, and that it can matter nothing in this respect what distance the wheels, under the carriages, are apart from each other. Then, as to the bridges *under* the line; the main elements of these usually consist of two iron girders, the strength and cost of which depend on the weight to be carried, and can be but little affected by the width apart of the rails.

“In embankments also, if of any magnitude, for a single line, a certain width is necessary for stability, and for allowing a pathway outside the trains, and this could not be reduced (with the same width of vehicle) by narrowing the gauge. The cost of the permanent way is but little affected. For a given load, conveyed at a given speed, rails of the same weight must be used, and the distance they are placed apart would make but little difference. The cost of land and stations, fencing, telegraphs, and other accessories, would be in any case the same.

“The cost of the rolling stock is in the same category. An engine of the same power would cost the same, whether the wheels were 5' 6" or 3' 0" apart; the length of axles and cross-framing would be somewhat more in the former case, but this would be compensated for by the increased difficulties of construction in the latter. In waggons and carriages of the same size and strength, the only difference would be in the length of the axles, which would be very trivial.

“The fact of the cost being but slightly dependent on the gauge was brought out strongly in the discussion on the Great Western system. In that case Mr. Brunel originally contemplated using only the same width of carriages as on the narrow gauge,—placing the bodies entirely between the wheels,—but he afterwards thought it expedient to take advantage of the broader base to use wider vehicles; and for this and other reasons the width of the land and works was considerably increased; but even under this condition the cost of the line was only increased by about 7 or 8 per cent.

“In fact, the cost of a line is measured, not by the *gauge*, but by the *quantity of traffic*, and the *speed* at which that traffic is required to be carried.

“If

"If on any given line the traffic is small, and a low speed will suffice, there is no difficulty whatever in designing lighter engines, smaller and lighter carriages and waggons, lighter rails, and lighter and less expensive works generally, by which means the cost of a line may be reduced to a minimum, without making the fatal mistake of altering the gauge.

"This fact is in accordance with experience in this country. In the early days of railways, when the Liverpool and Manchester Line was constructed, the rails, engines, and carriages were light, according to the ideas then entertained of the probable traffic; the rails were 30 or 40 lbs. to the yard, and the engines were under 10 tons weight. It was only as the traffic and speed increased, that these provisions necessarily became more expensive; the gauge remained always the same. It is true that the cost of that and other early lines was great, but the outlay was due to the expensive character of the works, with which the mere transverse width apart of the wheels of the vehicles had nothing to do.

"In the published despatches on railway extension in India, it seems to be assumed throughout, that a reduction of gauge is essential to, and identical with a reduction of cost; but no kind of reasoning or proof is given to support such an assumption. Moreover, in regard to the inconveniences of the break, the arguments are reproduced which were urged in the earliest agitation of the question; such, for example, as the statement that the change of vehicle for goods was only equivalent to the cost of transport over 10 miles of railway. It ought to have been borne in mind that, when the break was put to the test of experience in the hands of the same Company, and under the most favourable circumstances possible, all these arguments were disproved, and the result was the total abandonment of a system for the establishment of which millions of money had been expended.

"The question of the possibility of constructing cheap railways in districts where the traffic will not warrant a large outlay, is by no means confined to India. Such railways are now required in England, and I may mention a case where one of our largest companies has lately constructed a line 22 miles long, to accommodate a very poor district, at the smallest possible outlay. They have used specially light rails, and specially light engines; and all the arrangements have been of the cheapest possible character; and the cost of the line, including expensive land, has been kept down to a little over £4,000 per mile. In another line 8 miles long, it is intended to carry the economy still further; but in none of such cases would any railway authorities in England dream that it was necessary to reduce the gauge.

"There is an impression that a narrow gauge is more suitable for sharp curves; this would be of no moment in the Plains of India, but it might perhaps be considered of weight in a rough country, such as the upper part of the Peshawur Line (as I understand) is likely to go through. The force of this argument is, however, very much over-rated; in any case, the extra resistance from friction is but small in comparison with the whole power required, particularly on steep gradients (which generally accompany sharp curves), and by special provisions, of bogie frames and other appliances, the inconveniences of sharp curves with the present gauge may be made insignificant.

"I think it not improbable that the present proposal may have partly arisen from the attention lately drawn to a peculiar kind of locomotive engine, designed by Mr. Fairlie, and perseveringly thrust into public notice. It consists of two boilers connected together with the fire boxes in the middle; these rest on bogie frames at each end, the wheels of which are turned by two distinct sets of engines in the usual way. The advantages claimed for this kind of engine are that great power may be obtained by it on a narrow gauge, and that it has great facilities for going round sharp curves.

"I have no hesitation, however, in saying that I consider this kind of engine altogether inferior to an arrangement which has been long adopted where great power is required, *i.e.*, by using two powerful single-tank engines coupled together. These may be specially designed to suit sharp curves, and they are much more simple and manageable; they are fired and tended much more efficiently, and with much less distress to the men, particularly in hot climates; they can be used either together or separately as may be required, and either of them can be taken out of use, for repair or for cleaning, without interfering with the other.

"I have seen the accounts of the experimental performance of the Fairlie engines on various trials in England, and on others (where the results have been even less favourable) in foreign countries; but taken at the best, there is nothing remarkable about them, certainly nothing beyond what the same amount of boiler power would perform if it were applied in the usual way. The general usefulness of such engines is far inferior to that of the kind called "Contractors' Engines" used for temporary purposes on rough roads; and the contrivance is, in my opinion, only a bad way of using two engines combined.

"To sum up this part of the subject: the narrow gauge presents, in my opinion, no advantages which should lead to its preference, in any case, over the ordinary gauge of India; whereas the wider gauge has most important advantages over the narrower.

"By its broader base it gives a steadier motion, and the probability of greater safety at a high speed; and it admits of important advantages in the construction of the engine, particularly where much power is required. I have shown that it allows any reasonable degree of economy to be effected by lightening the works and the stock; but while it admits of this, it also provides (which a narrower gauge does not) for a return, at any time, to the full carrying capabilities of the line, both as regards power and speed, when increased traffic may require it. In short, the broad gauge has all the advantages of the narrow, while the narrow possesses none of the merits of the broad.

"It must always be borne in mind, that experience has shown that the constant tendency in railway works and railway plant is to *enlarge* dimensions and strengths rather than to diminish them; to *concentrate* the load rather than to diffuse it. In the present Indian gauge there is a most valuable base for any amount of carrying power, which it would be folly to give up; with a narrow gauge, such as 3ft., or 3ft. 6in., there would only result what I may call an exceptional *toy-line*, the restricted fundamental dimensions of which would be for ever a bar to the progress or development which future circumstances might require."

"The effect of the alterations of gauge on the commercial interests of your combined lines would, independently of the waste of money and increased outlay of capital, be highly prejudicial.

"We know by experience that the transfer of goods from one gauge to another is so intolerable an evil that it will only be submitted to under urgent necessity. If, therefore, a break took place at Lahore, it would effect a complete separation of the traffic,—all westward of the break would connect itself with Kurrahee, but all eastward of it would certainly prefer the longer route through Delhi to the ports of other Indian railways. Thus the great advantages of the amalgamation recently secured to you, would be to a large extent destroyed by the re-division of your system into two parts, incapable, by their difference of gauge, of being worked together.

"Your Scinde lines and port would be shut out from a great deal of traffic coming from the east, including a portion which is absolutely under your own control, namely, that on the Delhi Line, which is the most productive of the whole. In fact, by this measure, the western portion of your territory would become commercially disunited, not only from your own eastern district, but also from the whole of the rest of India.

"In conclusion, I cannot but view with dismay this startling and unprecedented proposal. It sets at nought the most positive results of all our vast railway experience; it is unjustified by any reasonable prospect of advantage; it is only supported by fallacious and long exploded arguments; it involves an immense and wanton sacrifice of money; it might produce the most disastrous effects on the military interests of the country; it would interfere seriously with the commercial traffic; and it would be attended with a large and certain loss to the system over which you preside.

"I cannot but hope, therefore, that you will make such strong representations against it to the Indian Government, as will induce them to reconsider the matter, or at least to take upon it the sense of those whose judgment and experience in railway engineering and railway economy qualify them to give authoritative opinions on a matter of such vital importance to the welfare of our Indian Empire."

Extract from Mr. Hawkshaw's Report to the Directors of the Eastern Bengal Railway Co., of date 13 July, 1870:—

"Thus it appears, that on the whole 200 miles of extension, only £112,000 in round numbers of original capital would be saved by the introduction of the narrower gauge, compared with the lighter railway on the present gauge, or £152,000, capitalizing the saving in maintenance. But with the narrower gauge you would become chargeable with the cost of unloading and loading at the break of gauge, which, if capitalized and added to the cost of the increased rolling-stock occasioned by the break of gauge, might neutralize these savings.

"In the one case you would have all the evils of a break of gauge, and vehicles 4 feet shorter and 2 feet narrower than your present carriages and waggons—the carrying capacity of the latter of which you have, on requisition from India, lately been endeavouring to make as large as possible in the iron cylindrical waggons now being constructed. In the other case you would avoid those evils; and there would appear to me to be no occasion to pursue this subject further, as it seems clear that if the saving of capital be the object, there is no such difference in those sums as would justify a break of gauge; and of those two alternatives it would be much the better to keep your present gauge and adopt a lighter railway. "One

"One advantage alone which I will here point out seems to me, so far as you are concerned, to more than cover the difference of cost. By adopting, as I have done, a maximum weight of 4 tons per wheel, the cost of the whole of your rolling-stock, excepting your engines, would be available for your extension, and you would only require a moderate addition to that stock, for none of your carriages and waggons, when loaded, will weigh more than 4 tons per wheel upon the rail.

"If you had two different gauges, you must have two descriptions of vehicles of every kind, with a corresponding amount of duplicates for each; and this circumstance alone, in my opinion, would turn the scale in favour of the lighter railway on the present gauge against the narrower gauge.

"But besides this, you would be subjected to the cost of unloading and reloading goods at the change of gauge, with all its attendant inconveniences, delays, and loss of time; and looking at your interests alone as a commercial company, I consider you would be greatly injured by the introduction of a break of gauge in your system of lines.

"You ask me, 'in the event of the Government requiring a narrower gauge, to give my opinion as to what you think would be the proper gauge to adopt.' I think it will be perceived, from the tenor of this report, that I do not consider it advisable, so far as you are concerned, to adopt any narrower gauge.

"The evils involved in a break of gauge are to me no new question. So far back as 1838, when I had occasion to report on the introduction of the broad gauge in this country, I then pointed out the evils that would ensue by introducing a break of gauge. These evils have all come to pass, and large sums of money have already been expended in remedying them to some extent, and more money remains to be expended for the same purpose.

"If the Government of India seek to economize the construction of railways in that country, which is a legitimate object, I think I have shown that they may do so by retaining the present gauge, and by constructing a lighter description of railway in the manner I have suggested.

"About 6,000 miles of railway are made, or are in progress, on the present gauge, and I will assume that 5,000 additional miles are wanted.

"If I am right, the Government of India would save £9,050,000 of original capital on the 5,000 miles of railway, or, adding the saving in maintenance, if capitalized at 20 years' purchase, £14,050,000, by adopting a gauge of 3 feet 6 inches, and by adopting a lighter railway; but retaining their present gauge, they would save £6,250,000 of original capital, or, adding the saving in maintenance, if capitalized at 20 years' purchase, £10,250,000. But, as before remarked, the increased cost of loading and unloading at each break of gauge capitalized must be set against the saving shown by the narrower gauge. It would be necessary to know the amount of traffic, and the number of points of break of gauge to measure this with accuracy; but this item, together with the increased rolling-stock that would be required by two gauges, would go far to neutralize this saving, and if the choice were between the two alternatives, there can be little doubt that the lighter railway on the present gauge is the preferable one.

"I do not wish it to be understood, that I have arrived at the conclusion that on the whole of this assumed 5,000 miles of railway it would be proper to apply a light railway; but I am of opinion that wherever cheap lines are wanted it will be better to do so than to construct railways on a narrower gauge.

"Nor do I wish it to be implied, that if railways were first beginning to be made in India, that the Indian gauge is best for all purposes. I do not know how it came to be put at 5 feet 6 inches. It is now thirteen years since I became connected with Indian railways; but it was fixed before that time. I can see no reason why the present English gauge of 4 feet 8½ inches was not adopted, as that gauge, or the gauge of 5 feet adopted by the Russian Government, would have been wide enough for India; but taking account of the great advantage of uniformity of gauge, with 6,000 miles of railway already made upon the 5 feet 6 inches gauge, no sufficient reasons, in my opinion, can be shown for altering the existing gauge.

"One evil alone, in my judgment, that would arise from the introduction of a break of gauge—though it is one in which you are hardly concerned, but which much concerns the Government of India—is of itself sufficient to lead that Government to reject the proposition, from what quarter soever it emanated.

"India is a country where, with comparatively a small army, a vast territory may have to be guarded; and it behoves the Government to take no step that would render its railways a less effective machine for the manipulation of that army.

"In time of war the entire rolling-stock of every railway in India may be required, and should be so constructed as to be available in every part on every mile of Indian Railway.

"Those who have worked out the problem of moving the entire military forces of a country from every depot to a few fixed points by railway, will be fully aware of the difficulty of that problem, even with uniformity of gauge, and of the discordant elements that break of gauge would introduce.

"I should hesitate to touch on such a subject had it not happened that I with others, all experienced in the handling and management of railways, associated together as the Engineer and Railway Volunteer Staff Corps, have been called upon to consider and prepare for the War Office schemes for moving by railway the entire military forces of this country from the various depôts to different assigned points.

"The first process was to obtain from every railway company in the country a return of the whole amount of their rolling-stock, and by its use the task was shown to be practicable within a moderate space of time.

"But had not the railways in England and Scotland been almost wholly of one gauge, and the whole stock nearly everywhere available, the problem would have been infinitely more difficult, and its solution much less satisfactory.

"For it is not enough to say (as I am told it has been said), to get over the difficulty of break of gauge, that the men—that is, the soldiers—where the break of gauge occurred, could easily walk from one train to the other. It is of the last importance that trains once laden should pass onwards to their destination, but break of gauge would render this impracticable, and the amount of stock required would at once be nearly doubled. At every break of gauge the men could not proceed at all unless duplicate trains, corresponding in capacity to the trains bringing them to that point, were waiting ready to take them forward, thus rendering many duplicate trains necessary to do the work. Those who were engaged in the inquiries I have referred to will understand how difficult it would be to prepare such trains, and to make them meet each other at proper times. Moreover, one of the great difficulties in the operation arose from the vast extent of platform and loading and unloading places required for horses, guns, and ammunition, which would have to be extemporized at the time, and the necessity for which would be vastly increased by break of gauge.

"As it respects guns, tumbrils, ammunition, baggage, &c., the evils of break of gauge would be still greater than with the men, for neither these nor horses could be changed from one vehicle to another without the provision of most extensive loading and unloading places. Moreover, the small size of the vehicles on the narrower gauge would be inconvenient for the transport of the whole of the material of war.

"From my connexion with Russian railways, I also know that the ordinary waggon rolling-stock lately made for that country (a large quantity of which has been constructed under my direction), is specially fitted with movable appliances for the carriage of troops and horses, which it easily can be on their gauge, without deterioration for commercial purposes. This could not be so easily done with small vehicles, and it would be singular if in this country we, who have had larger experience of railways than any other nation, were deliberately, at this time of day, to make a change in India, which would almost set at naught the advantages of railways for military purposes.

"The commercial results of the introduction of a narrower gauge would not be quite as mischievous as those I have alluded to, as affecting military evolutions, the chief difference being, that the loss of time would not be so vital in commercial matters as in military ones. But though less fatal in this respect it would be an everyday inconvenience.

"In the long and repeated discussions which occurred in this country years ago on the evils of break of gauge, it was urged by those who supported the differential gauge, that the inconvenience would be measured by the expense and time occupied in shifting goods from one waggon to another where the change of gauge occurred; and this was put by them as being equal to the cost and time involved in 10 miles of railway transit. It was variously reckoned at 4d. a ton, at 8d. a ton, and at 1s. a ton, and this charge, could it have been arrived at, would have been capitalized and added by me to the credit of the lighter railways on the present gauge, as it will become a charge on the break of gauge if introduced.

"But experience has shown that the evil effects of break of gauge under this head must be put higher than this, or the Great Western Railway Company could never have been justified in spending the large sums they have done in putting the narrow gauge on their broad gauge line; and although I cannot imagine that an experiment which has already been made in this country with such results will be again tried in India, I venture to prophecy, that if it be, the time will come when the Indian Government will be called upon to expend more money to remedy the evil than they can ever save by introducing it.

"In conclusion, I must state that the question on which I have had to report being hypothetical, I have been compelled to treat it by hypothesis. The assumptions I have made are, I think, fair for contrasting the suggestions I have dealt with; but

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the comparative results will not be materially affected by adopting other dimensions than 3 feet 6 inches, which I have assumed for the narrower gauge. If smaller engines were called for they can be applied both on the narrower gauge and on the lighter railway on the present gauge. Locomotive engines when I first became connected with railways weighed only 10 tons on the 4 feet 8½ inches gauge, and at the harbour works at Holyhead, we have had locomotives working weighing as little as 10 tons on a 7-foot gauge, so that if the scale I have assumed for the light railway be too expensive, it could be still further reduced; but I think it best to make the light railway strong enough to bear the existing carriage and wagon stock; for if this were not done, the great advantage of using the whole of the present Indian vehicles upon it would be lost."

Letter from Guilford L. Molesworth, Director of Public Works, Ceylon, to the Secretary of State for the Colonies, dated 24th March, 1871:—

"5. I now come to the cheap construction of light railways. This advantage, on investigation, will be found to be less than might at first sight be imagined. The cost of land will be nearly the same in the case of the light railway as it is in that of the broader gauge.

"The fencing, the telegraph, the signals—precisely the same.

"The stations nearly the same; the sidings longer, because a decrease in the width must entail increase in the length of the trains.

"The permanent-way will perhaps show the greatest saving, but that will be effected chiefly in the sleepers; it is a significant fact that the rails adopted on the Festiniog Railway are of greater weight than those originally adopted and used for many years on the 7-foot gauge of the Great Western Railway; on the other hand, the Great Western rails were laid on longitudinal sleepers, which admit of some reduction in the weight of rails."

* * * * *

"The saving in the earthwork varies very much, but decreases relatively with the magnitude of the work; take, as an extreme instance, the heavy embankments required to keep the Ganapola Railway above flood-level; in an embankment of 50 feet high, with slopes of 1½ to 1, the slopes which form the principal portion of the contents will remain the same whatever may be the gauge; the only saving is a slip cut from the middle of the embankment, and each foot saved in width would only represent a total saving of ⅓ part of the whole; in other words, a little more than 1 per cent. The saving in bridges of large span would be but small, because the weight of the train bears so small a proportion to the weight of the bridge itself. The culverts cannot be reduced to any appreciable extent, except slightly in length; the faces would remain the same."

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"There is no reason why light engines, and even waggon and carriages of a lighter character, should not be employed, on railways of ordinary gauge, provided the speed be restricted."

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"The evils of a break of gauge are not to be overlooked, and the advantages should be well marked to justify it."

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"I am strongly of opinion that reform in rolling-stock is much more required than in gauge; and I think it would be well, when any gauge has been once adopted in a country, to see how far it may be possible, by means of modern appliances for passing round curves, by engines specially designed for low speeds, and by light rolling-stock, to secure the advantages of a light railway without having recourse to a break of gauge."

Letter from T. E. Harrison, Engineer-in-Chief of North-Eastern Railway, and one of the Vice-Presidents of Institution of Civil Engineers—18th April, 1872:—

"The main point in difference is, *first*, whether the gauge hitherto in use on the Government lines, viz., 5ft. 3in., or a lesser gauge of 3ft. 6in. should be adopted. It is quite obvious that from the limited nature of the expected traffic on the proposed lines a cheaply constructed railway is a necessity; and my experience tells me that such a line of railway may be constructed on the 5ft. 3in. gauge."

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"If you are prepared to limit the weight of your engine, and to be satisfied with a reasonable speed, there is no reason why a railway fitted in every way for the anticipated traffic of the colony should not be a cheap railway, or the gauge of 5ft. 3; and I quite concur in the opinion expressed by Mr. Higinbotham, that the difference in the cost of a line on 5ft. 3in. gauge, and one on the 3ft. 6in. gauge capable of doing the same amount of work, ought not to exceed £300 per mile, having reference to the generally light nature of the works on the sections submitted to me."

* * * * *

"It has been stated that the 3ft. 6in. gauge could be worked more cheaply than the 5ft. 3in., but I am confident that such would not be the case; and I can also imagine a state of things with a large increase of traffic that would render the 3ft. 6in. gauge much the more expensive of the two.

"Although I should not recommend the 5ft. 3in. gauge as the best for the colony, were the question to be decided on its own merits, without taking into account the large expenditure already incurred on the existing railways, I am not now prepared to advise any alteration in the gauge which is now in use."

Letter from Captain W. H. Tyler, of the Railway Department of the Board of Trade—19th April, 1872:—

"The lines from Ballarat to Ararat and Dunolly are in fact continuations in different directions of the line from Geelong to Ballarat; and the line from Castlemaine to Maryborough would be a continuation of the line from Melbourne to Castlemaine.

"Under all the circumstances of these cases, I should not be disposed to recommend any change of gauge for these lines, because it would hardly appear that the saving to be immediately effected would compensate for the breaks of gauge, and all the inconveniences which would attend them for all time, or as long as such breaks of gauge existed."

* * * * *

"If all these proposed and contemplated lines in the west of Melbourne were to be made on the 3ft 6in. gauge, it would be then difficult to avoid the conclusion that it would be desirable to contract the gauge of all the existing lines north and west of Melbourne—which are in fact all the opened lines in the country—to that gauge, and this is probably a measure which would hardly meet with the approval either of the Government or the people. But I have thought that it would be better to discuss all these various questions before coming to the ultimate conclusion which appears only to be immediately required, namely, that if the gauge of the existing lines is to remain unaltered, the extensions to Ararat and Dunolly, and from Castlemaine and Maryborough, should be on the present gauge of 5ft. 3in.; that the gauge of the North-eastern line, if it is altered at all, which I apprehend will not now be the case, ought to be 4ft. 8½ in.; and that the Gippsland line might be constructed on a gauge of 3ft. 6in."

Letter from Edward Woods, Member of Council of the Institution of Civil Engineers—16th May, 1872:—

"It is obvious, I think, that the adoption of a new gauge, involving breaks of gauge at the places mentioned, and with the certainty that their number will be multiplied as branches are thrown off from lines of the existing gauge, can only be justified—

"1st. By a considerable reduction on the first cost of the railway; or,

"2nd. By a considerable reduction in the working expenses and maintenance of the way and works.

"The first question is, I consider, virtually disposed of by the calculations made by direction of the Minister, showing a difference in cost between the wider and narrower gauges named of £261 per mile only, while the Engineer-in-Chief has pledged himself that the saving would not exceed £350 per mile.

"That such must be the case, under all ordinary circumstances, is consistent with my own experience."

* * * * *

"In regard to the contention that a line on the narrower gauge could be worked more cheaply than one on the standard gauge, I have to observe that, other things being equal, the main elements of cost in working are the same on both gauges. The same power must be furnished in each case. For an equal number and weight of trains the same number of attendants is required to accompany; the consumption of fuel is the same, the resistances to be overcome being alike. The establishment

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of officers and servants at stations, policemen at signals and at level crossings, must be the same whatever the gauge, whilst there is no ground for believing that the cost of locomotive power, maintenance of rolling-stock, or of way and works, would be in any degree less on the narrower gauge. On the contrary, I have no hesitation in saying that the present gauge of Victoria affords the means of conveying the traffic at less cost than would a 3 ft. 6 in. gauge, permitting a reduction in the number of trains by the application of more powerful engines taking heavier loads.

"It is certainly a fallacy to assume that the weight of the carriages and waggons on the standard gauge must bear a greater proportion to the paying load than on the narrower one, as it is equally so to assume that narrow gauge and light rolling-stock have any essential connection with each other.

"My experience in the designing and construction of rolling-stock to broad and narrow gauge lines does not accord with such assumptions, and, indeed, it is easy to demonstrate that the reverse state of things is the fact, and that when the traffic is considerable it is more economical to carry it in vehicles of larger capacity, such as the standard gauge would afford the means of using, than of distributing it into the larger number of vehicles applicable to the narrower gauge."

"Of course in any station where the break of gauge occurs, special arrangements must be carried out, and accommodation provided for effecting the transfer of the traffic demanding large sheds and platforms for the sorting, classifying, and redistribution thereof."

* * * * *

"1st. That it is desirable that the whole of the railway system of Victoria, as delineated on the map and shown in the sections submitted, should be made to one and the same gauge.

"2nd. That the same uniform gauge shall be maintained in the case of all future extensions and branches, unless some very special reason should exist to require and justify an exceptional departure from the rule; such, for example, as that of a mineral brought down a branch line in bulk to the junction, and there placed in depôt, in stock, for disposal in small parcels.

"3rd. That looking to the extent of the railways constructed and in course of construction, in accordance with the hitherto adopted standard gauge of 5 ft. 3 in., and looking to the cost which would be occasioned by an alteration of that gauge on the lines now completed, and by the provision of fresh or adapted rolling-stock to work on the altered gauge, it is advisable to retain the present standard, unless Parliament should deem it expedient to assimilate their gauge to that of New South Wales, in which event the ordinary English gauge of 4 ft. 8 in. would become the standard gauge."

Extract from Memorandum of Lieut.-Colonel J. P. Kennedy, Engineer of the Bombay and Baroda Railway, of date 17 May, 1872:—

"Of all the subjects that at this particular crisis can come under the consideration of practical engineers, statesmen, promoters of industry, and investors of capital, the most important is that of establishing indisputable principles that shall come home to every man's judgment, for giving the most fitting dimensions for a general railway gauge or distance between the goods-truck flanges in each isolated country, island, or continent, where the railway system is yet in its infancy.

"The necessity for a searching analysis of this subject by the Institution of Civil Engineers in the first instance and forthwith has become apparent from the wasteful follies at this moment proposed or actually in progress in India and elsewhere.

"Two or three professional advisers of the local Government of India, without a shadow of sound grounds for their advice, have induced the Government to break our present admirable 5 ft. 6 in. gauge down to one of 3 ft. 3 in. for future extensions.

"I am justified in saying, they have done this without any sound grounds in their own minds for the advice they have given, because little more than three years have passed since they were urgently pressing us to enlarge the carrying power of our goods trucks to 50 per cent. beyond their present capacity, although they now are wasting the public money to entail a grievous public evil by reducing the future trucks of a country characterized by light bulky produce down to one-fifth of our present carrying power or about one-seventh of what they thought requisite three years since.

"Their first error was much less dangerous than the grievous misapprehension they are now acting under. It would have been merely inconvenient, unnecessary, and costly.

"Their present notion, if adopted, will render the proper accommodation of traffic simply impossible.

"The existing gauge was fixed under Lord Dalhousie's Administration, after a most careful consideration of the relative bulk of the weight of each of the characteristic classes of Indian produce which must be conveyed along the lines of railway.

"This is the only true principle upon which to fix the railway gauge or transverse goods truck base in any country.

"I offer herewith a sample of what that produce requires in the way of stowage:

"It shows the record of a year's traffic carried over the B. B. and C. I. Railway in 1870, and consists of forty-four classes of goods, of each of which the proximate specific gravity is given; and we thus find the range to be for Indian produce from 22½ cubic feet of bulk per ton of weight to 5 cubic feet of bulk per ton of weight, and that the average of a year's traffic is about 80 cubic feet of bulk per ton of weight.

"Fortunately then, the principles upon which the national gauge for a railway should be fixed is in no way dependent in any country upon doubt or the arbitrary opinions of any individuals or class. Those principles admit of the strictest and most indisputable mathematical solution. That rests entirely upon the averages to be derived from a detailed analytical comparison of the bulk in cubic feet per ton of each class, as well as the total tonnage of each class of produce to be conveyed.

"In fact, upon the characteristic produce of the country, regarding the elements both of bulk and weight.

"There is no excuse for admitting quackery into engineering practice, however difficult it may be to exclude it from medicine.

"We are perfectly willing to admit the fitness of a Festiniog waggon in a Welsh mineral district, running with its 8-ton load of slates down an incline, each ton measuring about 12 cubic feet, and the entire load being contained within 100 cubic feet.

"This bulk can be stowed in a truck space 2 feet wide by 25 feet long by 2 feet above the waggon platform.

"But how are we to pack our 8-ton load of half-pressed Indian cotton measuring 1,488 cubic feet, or 8 tons of Australian wool, measuring 1,120 cubic feet? Are we to build it up 30 feet high on a like-sized waggon; or, if we even extend our base or gauge to 3 ft. 9 in. as proposed for India, are we to build it up to 18 feet above our waggon platform?"

"A most inadmissible suggestion has been offered, to bolster up this narrow-gauge delusion as applicable to the transport of light bulky commodities. It consists in making the waggon floors project on each side as much beyond the line of the wheels, or proper base of the waggon, as any wild speculator may choose to venture.

"This approach to the principle of the bicycle, or the balancing-pole of the rope-dancer, suggested for the transport of goods only, shows the length to which interested speculators can venture to count upon the credulity of the mass of mankind—totally indifferent to all the mischievous consequences which their schemes, if adopted, must inevitably produce.

"The lateral projection of the load beyond the gauge of the old system is already too great, and is undoubtedly productive of a large proportion of the accidents that occur upon our railways.

"The soundest principle would be to bring the width of our load within the transverse wheel base or line gauge, as originally suggested by the late Mr. Brunel.

"The plea of economy has been advanced as the motive for making the proposed disastrous change. Never was there a more grave delusion. It must largely increase both the construction and working costs, as it will involve the necessity of double instead of single tracks.

"Finally, we need only repeat that, whilst the 3 ft. 3 in. gauge may answer for the conveyance of heavy minerals in special districts, the general commerce of any populous country, which mainly consists of articles of a low or medium specific gravity adapted to food, clothing, fuel, &c. for which the 5 ft. 6 in. gauge is in every respect most suitable as regards stowage, safety, economy, the intricate elements of military defence.

"We must deny that the cost of the existing lines constructed in India should be admitted as offering any scale for what that class of railway should reach in future, under a better organization and direction of labour and its supervision, with the invariable adoption of piece-work, or small contracts for the construction of works.

"A maximum limitation of the future cost of railway construction to from £5,000 to £7,000 per mile—exclusive of exceptionally large bridges—ought to be ample, under judicious specifications and estimates of works, with proper monthly audits, to secure that during progress they shall not exceed the authorized rate of cost."

COST OF WORKING NARROW-GAUGE RAILWAYS.

Mr. Fowler, in his Report addressed to the India Government, dated 25th October, 1870,—“On the important question of the cost of working the goods traffic on different gauges we have experience in England with all gauges up to 7 feet, and I have no hesitation in advising, that in considering at any time the question of extending the standard gauge of 5ft 6in.—that is the Indian gauge—with a light permanent way, or applying a narrow gauge line of 3ft. 6in., the cost of working may always be assumed to be the same.”

Mr. Higinbotham says, in evidence taken at the Bar of Legislative Council, Melbourne,—“The Queensland Railways, as I have no doubt every Member of the Committee is aware, are on the 3ft. 6in. gauge, therefore they are peculiarly suitable for the purpose of comparison. Now, what has been so prominently put before the public, would lead the public to believe that there is some extraordinary virtue in the gauge of 3ft. 6in., or even a narrower gauge, which enables it to be worked with an economy that cannot be achieved at all on a broader gauge. An inquiry was made of the Queensland Government what was their rate of working expenses, and this answer was received :—The gross receipts from our Southern Railways, in the year 1870, were £67,840 17s. 2d., and the working expenses, exclusive of flood damage which cost £3,921 16s., were £58,124 16s. 8d., that is 85½ per cent. of the gross receipts,—that is on their Southern Lines. On their Northern Line the gross receipts were £3,964 12s. 10d., and the working expenses thereon £3,478 10s. 10d., which is upwards of 214 per cent. upon the receipts.”

I am anxious to point out this, to dispel the delusion that the 3ft. 6in. gauge can be worked at a lower rate than the 5ft. 3in. gauge. I am satisfied such an idea is altogether a delusion.

Mr. Molesworth states, that some of the Irish lines on the 5ft. 3in. gauge are worked at a rate as low as 33, some at 39, and some even as low as 31 per cent. The average cost of working the English railways on the 4ft. 8½in. gauge is 48 per cent., as against 85½ per cent. on the 3ft. 6in. gauge of Queensland; and that the working expenses of the Festiniog Railway on a 2ft. gauge are 56 per cent.

COST OF NARROW-GAUGE RAILWAYS.

	£
Festiniog Railway, 14½ miles in length, with a gauge of 2 ft. Cost per mile, including Rolling Stock	6,000
The Southern and Western Railway of Queensland, from Towoomba to Dalby, on a gauge of 3ft. 6in., being the cheapest portion of the railways in that Colony, is per mile	6,000
The average cost of the whole line from Ipswich to Dalby is „	11,400
The rails on these lines weighing only 42 lbs. per yard.	

APPENDIX B.

Enclosures to Agent General's letter of 22 Sept., 1874. See No. 28 in Schedule.

(No. 1.)

Capt. Jopp to F. W. Shields, Esq., C.E.

3, Westminster Chambers,
Victoria-street, Westminster, S.W.
3 September, 1874.

Dear Sir,

I am directed by Sir Charles Cowper to direct your most serious attention to the following telegram, which has just been received from the Secretary for Public Works, Sydney.

“Rails tested, very inferior, worn out in a month, better inspection required.”

As this may indicate defects in material, or in manufacture, or in both, the Agent General requests that you will be good enough to report to him at once on the following points with reference to the Park Gate contract:—

1. How were the provisions of paragraphs 7, 8, 9 and 10 of the specification ensured and checked?
2. Was the first portion of paragraph 11 acted on; was any action taken under the concluding part of paragraph 11?
3. How were the provisions of paragraphs 12 and 13, as to not hammering, ensured?
4. What steps were taken, throughout the contract, to carry out the tests prescribed in paragraph 15, and by whom were these tests made?
5. To what extent, throughout the contract, were the tests prescribed in paragraph 16 carried out?
6. Was paragraph 17 ever acted on?
7. Any other points which you may wish to bring to the notice of the Agent General, in proof of rigid and careful attention to all inspections and tests, as prescribed by the specification, throughout the contract.

Yours, &c.,
A. A. JOPP,
Capt. R.E.

(No. 2.)

F. W. Shields, Esq., to The Agent General.

6, Delahay-street, Westminster, S.W.,
Monday, 7 September, 1874.

Dear Sir,

New South Wales Railways.

In reply to Captain Jopp's letter of 3rd instant, enclosing copy of telegram from the Secretary for Public Works, Sydney, worded as follows:—“Rails tested, very inferior, worn out in a month, better inspection required,” and requesting me to report on the points or questions hereinafter enumerated, with reference to the Park Gate Contract.

I beg to report thereon as follows:—

Question 1.—How were the provisions of paragraphs 7, 8, 9, and 10 of the specification ensured and checked?

(The above paragraphs refer to the detailed mode of forming the piles from which the rails are rolled.)

Answer.—My inspector was at the works during the whole period of the contract, and saw these requirements strictly adhered to. (See documents referred to in answers to questions 3 and 4.)

Question

Question 2.—Was the first portion of paragraph 11 acted on, and was any action taken under the concluding part of paragraph 11?

Answer.—The first portion of paragraph 11 (requiring samples to be sent to me and my approval thereof obtained) was acted on; and the annexed copies of my correspondence (ten letters) with the Parkgate Company, marked A, show what has been done in reference to this subject.

No action was taken under the concluding part of paragraph 11, as all the rails in the contract were rolled at the Parkgate Works.

Question 3.—How were the provisions of paragraphs 12 and 13, as to not hammering, ensured?

Answer.—As regards clause 12, the straightening of the rails was done by steam straightening presses.

As regards clause 13, no patching or hammering whatever was allowed, and a number of rails were rejected at the commencement of the contract which were patched by the makers on the bottom flange.

Question 4.—What steps were taken, throughout the contract, to carry out the tests prescribed in paragraph 15, and by whom were these tests made?

Answer.—The tests were made throughout the contract, in accordance with the specification, and copies of the reports of these tests, which were made and sent to me weekly by the Inspectors, Mr. J. D. Parkes, and Mr. G. Raine, are appended hereto and marked B. (Twenty-two Reports.)

Question 5.—To what extent throughout the contract were the tests prescribed in paragraph 16 carried out?

Answer.—The tests actually carried out were as follows:—The specified tests were made for the first three weeks on batches of rails made in each shift of twelve hours or *half a day's rolling*; and then when the mode of manufacture was well established, on batches of twenty-four hours or *one day's rolling*, during all the remainder of the contract. This was largely in excess of the requirements of clause 16, which only specified the testing of batches of "*one or two days' rolling*."

Returns were made to me by the Inspector every week, of the tests so made, and the number of rails passed by him during the week; and copies of these returns are appended hereto, marked B, as before stated.

Question 6.—Was paragraph 17 ever acted on?

Answer.—Further tests have been made, but it was rarely found necessary to do so, and then only with reference to the appearance of the fracture of the nicked and broken rails, all the other tests having proved satisfactory. In these cases, the second test was satisfactory in every instance, except once, when a third test was made.

Question 7.—Any other points which you may wish to bring to the notice of the Agent General, in proof of rigid and careful attention to all inspections and tests, as prescribed by the specification throughout the contract.

Answer.—I visited the Park Gate Works personally during the course of the contract, and saw the prescribed tests made, which were in each case in accordance with the Inspector's weekly reports to me, which, it may be seen, give very uniform results.

The samples above mentioned, showing the qualities of the iron, as well as samples of the finished rails, are now in my possession, and can be referred to.

The Inspector, besides making the prescribed tests, examined, passed, and stamped, throughout the contract, each individual rail that was forwarded to Sydney.

I may mention that the Inspector, Mr. Parkes, has been engaged with me as a practical engineer, and in the inspection of ironwork, since 1853, having been previously brought up as a mechanical engineer; and that Mr. Raine has been engaged as a rail Inspector for the last seventeen years.

I have omitted no means in my power to ensure the carrying out of the specification put into my hands in its full integrity; which was the duty entrusted to me.

I recommend the matter to be fully investigated, and the prescribed tests to be repeated in the Colony; and the quality of the metal, as shown by the fracture, to be submitted to the judgment of the best authorities on the subject.

I remain, &c.,

F. W. SHEILDS.

(No. 3.)

Capt. Jopp to Mr. Shields.

3, Westminster Chambers, S.W.,

19 September, 1874.

Dear Sir,

I am desired by Sir Charles Cowper to call your attention to the accompanying copy of a letter, dated 29th July, 1874, received to-day from the Secretary for Public Works, New South Wales, enclosing copy of a report from the Engineer-in-Chief, relative to the rails for the Goulburn and Yass Extension (Park Gate Contract). The Agent General requests that you will, in view of this report, make any additions that you may think necessary to your report on the subject on the 7th instant, which will be forwarded to Sydney by the mail of the 22nd instant.

Yours, &c.,

A. A. JOPP, Capt., R.E.

(No. 4.)

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(No. 4.)
 Mr. Sheilds to Sir Charles Cowper.
 6, Delahay-street, Westminster S.W.,
 22 September, 1874.
 New South Wales Railways.

Dear Sir,

In reply to Captain Jopp's letter of Saturday, 19th instant, wherein he forwarded to me by your desire copy of a letter dated 29th July, 1874, from the Honorable the Secretary for Public Works, New South Wales, enclosing copy of a report from the Engineer-in-Chief relative to the rails recently supplied for the Goulburn to Yass Extension (Park Gate Contract), and further requested me, in view of this report, to make any additions that I may think necessary to my report of the 7th instant on this subject, so that my letter might be forwarded to Sydney by the mail on the 22nd instant (this date),— I beg to report accordingly that, upon receiving your communication yesterday morning, I immediately telegraphed to my inspector, Mr. Parkes, who is now in the North, the full purport of the Engineer-in-Chief's letter, and requested him to reply by return to the complaints made therein with respect to the straightness and finish of the rails. His reply, received this morning, is to the effect that every rail was perfectly straight when it left the benches at the Park Gate Works, and that he will make an affidavit to this effect if desired. I can only conclude, therefore, that the rails must have become bent in the transport; and I am confirmed in this belief by the circumstances that the straightening of rails by the efficient steam machinery employed for the purpose is an operation involving but very little trouble and expense; also, that the flanges of the rails in question are, as required by the specification, made unusually thin, and of soft flexible iron; and that the rails were (as I understand) transhipped several times between the Park Gate Works and Sydney. Such rails would easily become bent in the handling, when double-headed rails would not do so.

With regard to the finish of the rails, mentioned by the Engineer-in-Chief, Mr. Parkes affirms that every rail was also clean and perfect from the rolls, and properly punched, and that he allowed none to pass which were deficient. This was certainly the case with those I witnessed myself; and I venture to suggest that a careful inspection of the rails in the Colony will, I believe, confirm this statement.

In conclusion, I beg strongly to re-affirm the statement made in my letter to you of the 7th instant,— that my sole duty was to carry out in their full integrity the provisions of the specification placed in my hands, that I have taken every means to ensure the faithful execution of this duty, and that I am under the full conviction that it has been performed accordingly.

I am, &c.,
 F. W. SHEILDS.

(No. 5.)
 Captain Jopp to B. S. Lloyd & Co.

6, Westminster Chambers, S.W.,
 21 September, 1874.

Gentlemen,

Sir Charles Cowper has just received a report from Sydney complaining of some of the rails shipped under our contract with the Park Gate Company, which have been found to be defective as regards *straightness*.

As Mr. Sheilds is positive that every rail was straight when it left the works, this defect must have been caused by bad packing on board ship, either in transit to London or in the export ship. Sir Charles therefore requests that you will decline to ship any rails which may be found to be bent when delivered alongside the export ship, and also that you will in all cases give such instructions as will ensure careful packing on board, whereby any tendency to bend the rails, either by weighting on top of a long bearing or otherwise, may be avoided.

It is most important that this point should receive the greatest attention.

Yours, &c.,
 A. A. JOPP,
 Capt. R.E.

(No. 6.)
 From B. S. Lloyd & Co. to Sir Charles Cowper.

3, George Yard, Lombard-street,
 London, 22 September, 1874.

Sir,

In reply to your letter of 21st instant, we beg to report that our shipping clerk has not seen any bent rails put on board vessels in London.

The rails are invariably stowed solid in the ships' holds—that is, each alternate tier are inverted, the heads being dropped into the open spaces in the lower tier, and thus could not be bent while on board. Even when stowed diagonally we are of opinion the rails could not suffer injury from any weight stowed upon them.

We may state further, that were any bent rails received by the ship a clause embodying such damage would be inserted on bill of lading, for ship's protection, and as clean documents in this respect have been invariably handed to you for every shipment that has passed through our hands, a claim could be established in Sydney for any rails delivered by the ships so damaged, and the absence of any such claim having been made would indicate that the rails must have been bent after being taken from the ship's side.

We are, &c.,
 B. S. LLOYD & CO.

A.

3 Delahay-st., Westminster, S.W.,
 9 December, 1873.

Mr. F. W. Sheilds to the Park Gate Iron Company.

Gentlemen,

There were some letters for my inspector, Mr. Parkes, sent to your works yesterday, and if he should have left without receiving them will you kindly return them to this address; also a package from Darlington, which will you please retain for the present.

Yours faithfully,
 F. W. SHEILDS.
 The

The Park Gate Iron Company to F. W. Shields, Esq.

The Park Gate Iron Company (Limited),
Park Gate Iron Works,
Rotherham, 10 December, 1873.

Dear Sir,

Referring to your letter of yesterday's date, we have the pleasure to enclose the two letters for Mr. Parkes. As arranged with him, we will forward the samples in the course of a few days.

Yours truly,
The Park Gate Iron Company (Limited),
C. W. J. STODDART,
General Manager,
per F.H.S.

F. W. Shields, Esq., to The Park Gate Iron Company.

3 Delahay-st., Westminster, S.W.,
17 December, 1873.

New South Wales Railways.

Gentlemen,

As I understand, it is probable that Sir Charles Cowper will be able to arrange for the shipment of a portion of your rails in the beginning of January, I would be glad to ask you to let me know (as soon as you receive the order from him) on what day you will commence to roll, so that I may arrange for my inspector being present.

I await the samples promised in your letter of 10th instant, as well as drawing of pile.

There has been a box sent to your works addressed to Mr. Parkes, the inspector, and containing samples and template of fish-plates. Will you please open the box and see that the position of fish-bolt holes in your rails correspond exactly with those in the fish-plates.

Yours, faithfully,
F. W. SHIELDS.

Park Gate Iron Company, to F. W. Shields, Esq.

Park Gate Iron Works,
Rotherham, 19 December, 1873.

Dear Sir,

We are in receipt of your letter of the 17th instant, and we will give you a few days' notice before commencing to roll rails.

We have not yet received the box addressed to Mr. Parkes, but as soon as it arrives we will open it and see that the position of the fish-bolt holes corresponds with ours.

We have the pleasure to inform you that we yesterday sent off a box containing seven samples, which we trust will arrive in due course.

We enclose tracing showing the proposed pile out of which we purpose manufacturing the rails. With your sanction, we purpose making the pile 10 inches square, as under:—

Sample No. 1 (red on tracing) will be made from puddled balls of the best mine iron. Two balls will be placed together, well hammered, thoroughly upset on all sides, and reduced by rolling to a slab 10 inches wide and 1½ inches thick, and the full length of the pile.

The intermediate bars, sample No. 2 (brown on tracing), will be made from good mine iron, all thoroughly well hammered, and rolled to such widths as will properly break joint.

The bottom slab, No. 3 (yellow on tracing), will be 8 inches wide, made of the best mine iron, but worked in a different manner to the top slab, so as to produce a bar of a more fibrous nature.

The side pieces, No. 4 (blue on tracing), will be made of the best quality of No. 2 iron, so as to make a tough, fibrous, and well-finished flange to the rail.

This large pile will be heated, then reduced to a bloom about 7" square, again re-heated, and then rolled into a rail—thus ensuring a large amount of work before the finished rail is produced.

No. 5 is a sample of the pig-iron proposed to be used.

Samples Nos. 6 and 7 show the fractures of two pieces of 50 lb. T rails taken out of stock, which will show you the usual quality we make. No. 6 shews an especial good fracture. The bulk of our make will range between the two.

You will note that we propose to reduce the top slab to 1½" thick, and this we find from experience enables us to put more work upon it than we can when it is required 2" thick.

We may mention that we manufacture many thousand tons of rails annually for the Midland Railway, under a three years' guarantee, from a like pile, but with a similar slab top and bottom for double-headed rails; and although their traffic is enormous, we find that it produces the best rail to stand the wear and tear of their system.

We are, &c.,
The Park Gate Iron Co. (Limited),
C. W. J. STODDART,
General Manager.

F. W. Shields, Esq., to The Park Gate Iron Company.

3 Delahay-street, Westminster, S.W.,
22 December, 1873.

New South Wales Railways.

Gentlemen,

I duly received your letter of Friday, 19th instant, and lose no time in replying.

I see no objection to the size of pile ($10'' \times 10''$) which you prefer adopting, especially as the specification says "not less than $9'' \times 10''$ "; but I fear it will give rise to complaint at Sydney if you alter the thickness of top slab from $2''$ to $1\frac{3}{4}''$, especially as it alters the proportion of top slab to whole pile from $\frac{1}{4}$ to $\frac{1}{5}$; and I will ask you therefore to send me another sample of this slab of $10'' \times 2''$, and finer in grain than the last one, which is decidedly coarser in grain than it ought to be. Will you please break this bar, and retain one part of it at the works for the Inspector's use.

There is no thickness stated on your tracing for bars Nos. 2, 3, and 4, and it would be more satisfactory to state their thicknesses.

Referring to No. 3 bar (yellow on tracing), I think it would be an improvement to make it wider, so as to cover the longitudinal joint of bar No. 4 (blue); also that it would be better to make bar No. 4 extend one layer deeper in the pile.

I would also ask your attention to clause 10 of specification, providing that the bloom is to be re-heated "to a welding heat," the last words not being in your letter of 19th, though probably intended.

Perhaps you will consider these points and send me a revised tracing of pile.

Yours faithfully,
F. W. SHEILDS.

THE PARK GATE IRON COMPANY to F. W. SHEILDS, Esq.

Park Gate Iron Works,
Rotherham, 29 December, 1873.

Dear Sir,

We duly received your letter of the 22nd instant, and note that you prefer the top slab to be $2''$ thick instead of $1\frac{3}{4}''$; we have therefore sent you a fresh sample about this thickness, and also another tracing showing the top slab as $2''$ thick.

With regard to the fineness of the grain in the top slab previously sent, we certainly thought it a very good bar. The grain will of course come out finer when the pile is rolled into a rail.

The intermediate puddle bars will be about $\frac{3}{4}''$ thick.

With regard to the $8''$ bar (marked yellow on the original tracing), you will note that it does cover the longitudinal joint of bar No. 4, and if we were to make it any wider we are afraid that the edges would not be so good.

We think that bar No. 4 extends sufficiently into the pile, and will be found to make a first rate flange on the rail.

After the pile is rolled into a bloom, the bloom is then re-heated to a *welding heat* before being rolled into a rail.

We hope to be in a position to try the rolls next week, and if we find after commencing work that any modification of the pile can be suggested, we shall be very happy to do our best to meet your views upon the subject.

We are, &c.,
The Park Gate Iron Company (Limited),
C. W. J. STODDART,
General Manager.

F. W. Shields, Esq., to The Park Gate Iron Company.

3, Delahay-street, Westminster, S.W.,
30 December, 1871.

New South Wales Railways.

Gentlemen,

I have your letter of yesterday, as well as the sample of top slab, but not the tracing of section of pile which you mentioned.

I would be glad to send Mr. Parkes to your works when you are making the first piles, previous to rolling. Will you let me know by return when you will commence doing so.

Yours faithfully,
F. W. SHEILDS.

The Park Gate Iron Company to F. W. Shields, Esq.

The Park Gate Iron Company (Limited),
Park Gate Iron Works,
Rotherham, 31 December, 1873.

Dear Sir,

We regret to see by your letter to hand this morning that you have not received the tracing; we therefore now enclose another copy.

As soon as we are ready to commence rolling we will at once advise you.

Yours truly,
The Park Gate Iron Company (Limited),
C. W. J. STODDART,
General Manager.

Westminster.

Copy of Tracing received with letter from Park Gate Iron Company of December 31st, 1873.

(See Separate Appendix, No. 1.)

F. W. Shields, Esq., to The Park Gate Iron Company.

3 Delahay-street, Westminster, S.W.,
1 January, 1874.

New South Wales Railways.

Gentlemen,

I am in receipt of your letter of yesterday, enclosing tracing of pile. The dimensions of the pile are not, however, quite clear from the tracing—as appears thus:—

Top slab	...	...	...	...	2" thick.
Eight intermediate bars,	$\frac{3}{4}$ " thick	...	...	...	6" "
One bottom bar, thickness not stated, but per sample...	$\frac{3}{4}$"	...	...	...	" "
Total...					$8\frac{3}{4}$ " "

Whereas you have stated the entire depth of pile at 10". As the difference is considerable, I would be obliged to you to send me another tracing which will make all clear.

I see from your letter of yesterday you did not exactly understand my letter of 30th ult. Will you please tell me when you will commence making up the piles for rolling, as I want to have this process inspected.

Yours faithfully,
F. W. SHEILDS.

The Park Gate Iron Company to F. W. Shields, Esq.

The Park Gate Iron Company (Limited),
Park Gate Iron Works,
Rotherham, 4 January, 1874.

Dear Sir,

We are in receipt of your letter of the 1st inst., and must apologize to you for not making the tracing quite clear. We now enclose one which we trust you will find in order. You will note that apparently the pile will be $10" \times 10\frac{1}{2}"$, as it is not possible to roll puddled bars with the same exactitude to thickness as finished merchant bars.

The piles for making the rails are made at the same time as the rolling goes on; therefore, when we commence rolling, your inspector will of course see the piles made.

Yours truly,
The Park Gate Iron Co. (Limited),
C. W. J. STODDART,
General Manager.

B.

B.

NEW SOUTH WALES RAILWAYS—GREAT SOUTHERN RAILWAY—GOULBURN TO YASS.

Name of Works—Park Gate Iron Works, Rotherham.

Date of Indent—Sydney, 10th July, 1873. Description of Rail—Flanged, 70 lbs. per yard.

Date of test.	No. of rail and test.	Date of rolling.	Dead-weight tests.				Remarks.	Falling-weight tests.	Fracture of rail when nicked and broken.
			Amount of load 5 minutes on centre of 3' 6" bearing.	Deflection of rail at centre.	Perma- nent set of rail at centre.	Weight of rail tested		Results of 10 cwt. falling 7 feet (one blow) 3' 6" bearing.	
1874. 17 Jan.	1	1874. 15th day ..	tons 12	inches nil	inches nil	.....	.....	.....	As per Specn.
17 "	"	" "	30	3½	2½	.....	No fracture.	No fracture; permanent set ¼'	
20 "	2	15th night	12	1 1/8	...	.....	.....	.....	"
20 "	"	" "	30	3½	3½	.....	No fracture; bent till it could go no further in machine, in four minutes.	Very slight fracture on one side of bottom flange, permanent set ¼'.	
20 "	3	16th day ..	12	1 1/8	...	.....	.....	.....	"
20 "	"	" "	30	3½	2½	.....	No fracture; bent till it could go no further in 2½ minutes.	No fracture; permanent set ¾'.	

Number of 21 feet rails passed, for the week ending 24th January, 1874, 515.
Do. 18 do. do. 45.

J. D. PARKES.

To F. W. Shields, Esq.

1874.		Jan. 1874.	tons	inches	inches	lbs.				
22 Jan.	4	16th night	12	0½	nil	490	.....	.....	.....	As per Specn.
22 "	"	" "	30	2 1/8	2 1/8	"	No fracture; carried 4½'	No fracture; permanent set ¼'.		
28 "	5	27th day	12	0½	nil	485	.....	.....	.....	"
28 "	"	" "	30	2½	2½	"	No fracture; carried 4½'	No fracture; permanent set ¼'.		
28 "	6	27th night	12	0½	nil	488	.....	.....	.....	"
28 "	"	" "	30	2 1/8	2 1/8	"	No fracture; carried 4½'	No fracture; permanent set ¼'.		
29 "	7	28th day	12	0½	nil	497	.....	.....	.....	"
29 "	"	" "	30	3½	2½	"	No fracture; carried 3½'	No fracture; permanent set ¾'		
29 "	8	28th night	12	0½	nil	495	.....	.....	.....	"
29 "	"	" "	30	3½	3 1/8	"	No fracture; carried 3½'	No fracture; permanent set ¼'		
30 "	9	29th day	12	0½	nil	494	.....	.....	.....	"
30 "	"	" "	30	3½	3½	"	No fracture; carried 2½'	No fracture; permanent set ½'.		
30 "	10	29th night	12	0½	nil	495	.....	.....	.....	"
30 "	"	" "	30	3½	3½	"	No fracture; carried 2½'	No fracture; permanent set ½'.		
							21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending January 31, 1874							1,212	48	.....	.....
Total number of rails passed .....							.....	.....	1,727	93

N.B.—The dead weight (70 tons) remained on varying times, to try the experiment how quickly the whole load could be lowered on the rail; but the lever came home before the time (five minutes) was up, as the range of lever is not great enough at present. This is being altered.

To F. W. Shields, Esq.

J. D. PARKES.

1874.		Jan., 1874.	tons	inches	inches	lbs.				
2 Feb. ...	11	30th day	12	3 1/8	nil	495	.....	.....	.....	As per Specn.
2 "	"	" "	30	3 1/8	3 1/8	"	No fracture; carried 3½' ...	No fracture; pert. set 1 1/8"		
2 "	12	" night	12	3 3/8	nil	494	.....	.....	.....	"
2 "	"	" "	30	4	3 1/8	"	No fracture; carried 2½' ...	No fracture; pert. set 7/8'		
2 "	13	31st day	12	3 1/8	nil	495	.....	.....	.....	"
2 "	"	" "	30	3 1/8	3 1/8	"	No fracture; carried 3½' ...	No fracture; pert. set 1 1/8"		
3 "	14	Feb. 2nd night	12	0 1/8	nil	492	.....	.....	.....	"
3 "	"	" "	30	3 1/8	3 1/8	"	No fracture; carried 2½' ...	No fracture; pert. set 1 1/8"		
4 "	15	3rd day	12	0 1/8	nil	502	.....	.....	.....	"
4 "	"	" "	30	3 1/8	3 1/8	"	No fracture; carried 2' 20"	No fracture; pert. set 1 1/8"		
4 "	16	" night	12	0 3/8	nil	501	.....	.....	.....	"
4 "	"	" "	30	3 1/8	3 1/8	"	No fracture; carried 2' 8"	No fracture; pert. set 1 1/8"		
5 "	17	4th "	12	1	nil	496	.....	.....	.....	"
5 "	"	" "	30	3 3/8	3 1/8	"	No fracture; carried 2' ...	No fracture; pert. set 1 1/8"		
6 "	18	5th day	12	0 5/8	nil	498	.....	.....	.....	"
6 "	"	" "	30	3 1/8	3 1/8	"	No fracture; carried 2' ...	No fracture; pert. set 1 1/8"		
6 "	19	" night	12	0 5/8	nil	498	.....	.....	.....	"
6 "	"	" "	30	3 1/8	3 1/8	"	No fracture; carried 2' ...	No fracture; pert. set 1 1/8"		

B—continued.

Date of test.	No. of rail and test.	Date of rolling.	Dead-weight tests.				Remarks.	Falling-weight tests.		Fracture of rail when nicked and broken.	
			Amount of load 5 minutes on centre of 3' 6" bearings.	Deflection of rail at centre.	Perma- nent set of rail at centre.	Weight of rail tested.		Results of 10 cwt. falling 7 feet (one blow) 3' 6" bearing.			
1874.		Feb., 1874.	tons	inches	inches	lbs.					
7 Feb. ...	20	6th day	12	$\frac{3}{8}$	nil	500				As per Specn.	
7 " ...	"	" " "	30	$3\frac{1}{8}$	$3\frac{1}{4}$	"	No fracture; carried 2½'	No fracture; per. set 29'32"		"	
7 " ...	21	" night	12	$\frac{3}{8}$	nil	493				"	
7 " ...	"	" " "	30	$3\frac{1}{8}$	$3\frac{3}{8}$	"	No fracture; carried 2½'	No fracture; per. set 29'32"		"	
7 " ...	22	7th day	12	$\frac{3}{8}$	nil	500				"	
7 " ...	"	" " "	30	$3\frac{1}{8}$	$3\frac{1}{4}$	"	No fracture; carried 1'	No fracture; per. set $\frac{1}{8}$ "		"	
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending Feb. 7th, 1874								1,744	52
Total number of rails passed	3,471	145

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.		Feb., 1874.	tons	inches	inches	lbs.					
13 Feb. ...	23	12th night	12	$\frac{3}{8}$	nil	494				As per Specn.	
13 " ...	"	" " "	30	$3\frac{1}{8}$	$3\frac{1}{4}$	"	No fracture; carried 1½'	No fracture; per. set $\frac{1}{8}$ "		"	
14 " ...	24	13th night	12	$\frac{3}{8}$	nil	501				"	
15 " ...	"	" " "	30	$3\frac{1}{8}$	$3\frac{1}{4}$	"	No fracture; carried 2½'	No fracture; per. set $\frac{1}{8}$ "		"	
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending 14th February, 1874								1,296	10
Total number of rails passed	4,767	164

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.		Jan., 1874.	tons	inches	inches	lbs.					
18 Feb.	25	17th night	12	$\frac{1}{2}$	nil	494				As per Specn.	
18 " "	"	" " "	30	$4\frac{1}{8}$	$4\frac{1}{2}$	494	No fracture; carried 1½'	No fracture; per. set $\frac{1}{8}$ "		"	
20 " "	26	19th " "	12	$\frac{3}{8}$	nil	495				"	
20 " "	"	" " "	30	$4\frac{1}{8}$	$4\frac{1}{2}$	495	No fracture; carried 2½'	No fracture; per. set $\frac{1}{8}$ "		"	
21 " "	27	20th " "	12	$\frac{3}{8}$	nil	486				Open & coarse on head.	
21 " "	"	" " "	30	$4\frac{1}{8}$	$4\frac{1}{2}$	486	No fracture; carried 2'	Fracture on one side of flange $\frac{1}{8}$ " wide; per. set $\frac{1}{8}$ "		"	
21 " "	28	" " "	12	$\frac{3}{8}$	nil	491				As per Specn.	
21 " "	"	" " "	30	$4\frac{1}{8}$	$4\frac{1}{2}$	491	No fracture; carried 2'	No fracture; per. set $\frac{1}{8}$ "		"	
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending 21st February, 1874								2,242	45
Total number of rails passed	7,009	209

N.B.—The proving machine has been altered to allow of greater deflection. This cannot be altered further.

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.		Feb., 1874.	tons	inches	inches	lbs.					
2 Mar.	29	27th night	12	$\frac{1}{2}$	nil	487				As per Specn.	
2 " "	29	" " "	30	$4\frac{1}{4}$	4	487	No fracture; carried 1½'	No fracture; per. set $\frac{1}{8}$ "		"	
4 " "	30	3rd night	12	$\frac{1}{2}$	nil	492				"	
4 " "	30	" " "	30	$4\frac{1}{8}$	$4\frac{1}{2}$	492	No fracture; carried 1½'	No fracture; per. set $\frac{1}{8}$ "		"	
5 " "	31	4th day	12	$\frac{3}{8}$	nil	492				"	
5 " "	31	" " "	30	$4\frac{1}{8}$	$4\frac{3}{8}$	492	No fracture; carried 1½'	No fracture; per. set $\frac{1}{8}$ "		"	
6 " "	32	5th night	12	$\frac{3}{8}$	nil	490				"	
6 " "	32	" " "	30	$4\frac{1}{4}$	$4\frac{1}{8}$	490	No fracture; carried 2'	No fracture; per. set $\frac{1}{8}$ "		"	
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending 7th March, 1874								2,553	68
Total number of rails passed	9,562	277

To F. W. Shields, Esq.

JAMES D. PARKES.

B—continued.

Date of test.	No. of rail and test.	Date of rolling.	Dead-weight tests.				Remarks.	Falling-weight tests.		Fracture of rail when nicked and broken.
			Amount of load 5 minutes on centre of 3' 6" bearings.	Deflection of rail at centre.	Permanent set of rail at centre.	Weight of rail tested.		Results of 19 cwt. falling 7 feet (one blow) 3' 6" bearing.		
1874.		Mar., 1874.	tons	inches	inches	lbs.				
Mar. 10	33	9th night	12	1/2	nil	493				
" 10	"	" "	30	4 5/16	4 1/8	"	No fracture; carried 2" ...	No fracture; pert. set 1 5/8"	As per Specn.	
" 11	34	11th day	12	3 1/2	nil	493				
" 11	"	" "	30	4 1/4	4	"	No fracture; carried 1 3/4" ...	No fracture; pert. set 1 5/8"	"	
" 12	35	11th night	12	3 3/4	nil	495				
" 12	"	" "	30	4 1 1/2	4 3/8	"	No fracture; carried 2" ...	No fracture; pert. set 1"	"	
" 13	36	13th day	12	1 1/4	nil	493				
" 13	"	" "	30	4 1/2	4 3/8	"	No fracture; carried 2" ...	No fracture; pert. set 1"	"	

Number of rails passed for the week ending March 14th, 1874
 Total number of rails passed.....

21 feet	18 feet	21 feet	18 feet
1,688	51	.....	.....
.....	.....	11,250	328

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.	No. of rail and test.	Date of rolling.	tons	inches	inches	lbs.	Remarks.	Falling-weight tests.	Fracture of rail when nicked and broken.
Mar. 18	37	16th night	12	3 3/4	nil	489			As per Specn.
" 18	"	" "	30	4 5/8	4 1/4	"	No fracture; carried 1 3/4" ...	No fracture; pert. set 1 5/8"	"
" 18	38	17th day	12	3 3/8	nil	493			"
" 18	"	" "	30	4 1/4	4 3/8	"	No fracture; carried 2 1/4" ...	No fracture; pert. set 3/4"	"
" 18	39	18th day	12	3 3/8	nil	490			"
" 18	"	" "	30	4 1/4	4 1/8	"	No fracture; carried 2" ...	No fracture; pert. set 1"	"
" 20	40	20th day	12	3 3/4	nil	499			"
" 20	"	" "	30	4 1/4	4	"	No fracture; carried 1 3/4" ...	No fracture; pert. set 1 5/8"	"

Number of rails passed for the week ending March 21st, 1874
 Total number of rails passed.....

21 feet	18 feet	21 feet	18 feet
2,196	106	.....	.....
.....	.....	13,446	434

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.	No. of rail and test.	Date of rolling.	tons	inches	inches	lbs.	Remarks.	Falling-weight tests.	Fracture of rail when nicked and broken.
25 Mar.	41	25th day..	12	3 3/4	nil	488			As per Specn.
25 "	"	" "	30	4 1/4	4	"	No fracture; carried 1 1/2' ...	No fracture; pert. set 1"	"
27 "	42	26th night	12	1/2 bare	nil	492			"
27 "	"	" "	30	4 3/8	4 3/8	"	No fracture; carried 1 1/2' ...	No fracture; pert. set 1"	"

Number of rails passed for the week ending 28th March, 1874
 Total number of rails passed.....

21 feet	18 feet	21 feet	18 feet
1,987	40	.....	.....
.....	.....	15,433	474

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.	No. of rail and test.	Date of rolling.	tons	inches	inches	lbs.	Remarks.	Falling-weight tests.	Fracture of rail when nicked and broken.
1 April	43	31st night	12	1/2	nil	486			As per Specn.
1 "	"	" "	30	4 3/8	4 3/8	"	No fracture; carried 1 1/2' ...	No fracture; pert. set 1 5/8"	"
2 "	44	2nd day..	12	1/2 bare	nil	490			"
2 "	"	" "	30	4 3/8	4 1/8	"	No fracture; carried 1 3/4' ...	No fracture; pert. set 3/4"	"

Number of rails passed for the week ending 4th April, 1874
 Total number of rails passed.....

21 feet	18 feet	21 feet	18 feet
839	26	.....	.....
.....	.....	16,272	500

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.	No. of rail and test.	Date of rolling.	tons	inches	inches	lbs.	Remarks.	Falling-weight tests.	Fracture of rail when nicked and broken.
24 April	45	23rd day	12	1/2	nil	490			As per Specn.
24 "	"	" "	30	4 1/4	4 1/8	"	No fracture; carried 1 1/2' ...	No fracture; pert. set 1"	"
24 "	46	23rd night	12	1/2	nil	492			"
24 "	"	" "	30	4 1/8	4 1/8	"	No fracture; carried 1 1/2' ...	No fracture; pert. set 1 5/8"	"

Number of rails passed for the week ending April 25th, 1874
 Total number of rails passed.....

21 feet	18 feet	21 feet	18 feet
1,060	65	.....	.....
.....	.....	17,341	565

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.	No. of rail and test.	Date of rolling.	tons	inches	inches	lbs.	Remarks.	Falling-weight tests.	Fracture of rail when nicked and broken.
28 April	47	27 night	12	3 3/8	nil	490			As per Specn.
28 "	"	30 "	30	4 1/4	4	"	No fracture; carried 2' ...	No fracture; pert. set 1 3/8"	"

Number of rails passed for the week ending May 2nd, 1874
 Total number of rails passed.....

21 feet	18 feet	21 feet	18 feet
1,068	207	.....	.....
.....	.....	18,409	772

To F. W. Shields, Esq.

JAMES D. PARKES.

B—continued.

Date of test.	No. of rail and test.	Date of rolling.	Dead-weight tests.				Remarks	Falling-weight tests.		Fracture of rail when nicked and broken.	
			Amount of load 5 minutes on centre of 3' 6" bearings.	Deflection of rail at centre.	Permanent set of rail at centre.	Weight of rail tested		Results of 30 cwt. falling 7 feet (one blow) 3' 6" bearing.			
1874.		April, 1874.	tons	inches	inches	lbs.					
4 May	48	30th night	12	$\frac{3}{8}$	nil.	489			As per Specn.		
4 "	"	May.	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; pert. set $1\frac{1}{8}$ "	"		
5 "	49	2nd day	12	$\frac{1}{2}$	nil.	488			"		
5 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; pert. set $\frac{1}{2}$ "	"		
6 "	50	5th night	12	$\frac{1}{2}$	nil.	489			"		
6 "	"	" "	30	$4\frac{1}{8}$	$3\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; pert. set $1\frac{1}{8}$ "	"		
7 "	51	7th day	12	$\frac{3}{8}$	nil.	490			"		
7 "	"	" "	30	$4\frac{1}{8}$	$3\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; pert. set $\frac{1}{2}$ "	"		
9 "	52	8th night	12	$\frac{3}{8}$	nil.	491			"		
9 "	"	" "	30	$4\frac{1}{8}$	$3\frac{1}{8}$	"	No fracture; carried $1\frac{1}{2}$ ' ...	No fracture; pert. set $\frac{1}{2}$ "	"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending 9th May, 1874								2,511	51
Total number of rails passed.....								20,920	823

To F. W. Shields, Esq.

JAMES D. PARKES.

1874.		May, 1874.	tons	inches	inches	lbs.					
13 May	53	12th night	12	$\frac{1}{2}$	nil	488			As per Specn.		
13 "	"	" "	30	$4\frac{1}{8}$	4	"	No fracture; carried 2' ...	No fracture; pert. set $1\frac{1}{8}$ "	"		
14 "	54	13th "	12	$\frac{3}{8}$	nil.	495			"		
14 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; pert. set $1\frac{1}{8}$ "	"		
16 "	55	15th "	12	$\frac{1}{2}$	nil.	486			"		
16 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried $2\frac{1}{2}$ ' ...	No fracture; pert. set $1\frac{1}{8}$ "	"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending May 16th, 1874								1,277	47
Total number of rails passed.....								22,197	870

To F. W. Shields, Esq.

GEORGE RAINE.

1874.		May, 1874.	tons	inches	inches	lbs.					
22 May	56	21st night	12	$\frac{3}{8}$	nil	486			As per Specn.		
22 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; pert. set. $1\frac{1}{8}$ "	"		
22 "	57	21st day	12	$\frac{3}{8}$	nil	494			"		
22 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; pert. set. $1\frac{1}{8}$ "	"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending May 23rd, 1874								456	14
Total number of rails passed	22,653	884

To F. W. Shields, Esq.

GEORGE RAINE.

1874.		May, 1874.	tons	inches	inches	lbs.					
27 May	58	22nd day	12	$\frac{1}{2}$	nil	491			As per Specn.		
27 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; per. set. $1\frac{1}{8}$ "	"		
27 "	59	22nd night	12	$\frac{3}{8}$	nil	498			"		
27 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried 2' ...	No fracture; per. set. $1\frac{1}{8}$ "	"		
27 "	60	23rd day	12	$\frac{1}{2}$	nil	491			"		
27 "	"	" "	30	$4\frac{1}{8}$	4	"	No fracture; carried $2\frac{1}{2}$ ' ...	No fracture; per. set. $1\frac{1}{8}$ "	"		
								21 feet	118 feet	21 feet	18 feet
Number of rails passed for the week ending May 30th, 1874								801	112
Total number of rails passed	23,454	996

To F. W. Shields, Esq.

GEORGE RAINE.

1874.		June, 1874.	tons	inches	inches	lbs.					
4 June	61	2nd night	12	$\frac{1}{2}$	nil	493			As per Specn.		
4 "	"	" "	30	$4\frac{1}{8}$	$3\frac{1}{8}$	"	No fracture; carried $2\frac{1}{2}$ ' ...	No fracture; pert. set $\frac{1}{2}$ "	"		
4 "	62	3rd "	12	$\frac{1}{2}$	nil	491			"		
4 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried $2\frac{1}{2}$ ' ...	No fracture; pert. set $1\frac{1}{8}$ "	"		
5 "	63	4th day	12	$\frac{1}{2}$	nil	494			"		
5 "	"	" "	30	$4\frac{1}{8}$	$4\frac{1}{8}$	"	No fracture; carried $2\frac{1}{2}$ ' ...	No fracture; pert. set $\frac{1}{2}$ "	"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending 6th June, 1874.....								1,319	123
Total number of rails passed.....								24,773	1,119

To F. W. Shields, Esq.

GEORGE RAINE.

B—continued.

Date of test.	No. of rail and test.	Date of rolling.	Dead-weight tests.				Remarks.	Falling-weight tests.		Fracture of rail when nicked and broken.	
			Amount of load 5 minutes on centre of 3' 0" bearings.	Deflection of rail at centre.	Permanent set of rail at centre.	Weight of rail tested.		Results of 10 cwt. falling 7 feet (one below) 3' 6" bearing.			
1874.		June, 1874.	tons	inches	inches	lbs.					
8 June	64	5th day	12	3/4	nil	491		No fracture; per. set 1 1/8"	As per Specn.		
8 "	"	" "	30	4 1/8	3 7/8	"	No fracture; carried 2'		"		
12 "	65	10th night	12	3/8	nil	425*		No fracture; per. set 1"	"		
12 "	"	" "	30	4 3/8	4 1/8	"	No fracture; carried 3'		"		
12 "	66	11th night	12	3/8	nil	420*		No fracture; per. set 1 1/8"	"		
12 "	"	" "	30	4 1/4	4 3/8	"	No fracture; carried 2 1/2'		"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending 13th June, 1874.....								832	188
Total number of rails passed.....								25,605	1,307

To F. W. Shields, Esq.

GEORGE RAINE.

*Please Note:—The two last rails tested, Nos. 65 and 66, are 18 feet lengths.

1874.		June, 1874.	tons	inches	inches	lbs.					
15 June	67	12th day	12	1/2	nil	496		No fracture; per. set 7/8"	As per Specn.		
15 "	"	" "	30	4 1/8	4 1/8	496	No fracture; carried 2'		"		
15 "	68	13th "	12	1/2	nil	495		No fracture; per. set 1 1/8"	"		
15 "	"	" "	30	4 1/8	3 7/8	495	No fracture; carried 2 1/2'		"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending June 20th, 1874.....								861	768
Total number of rails passed.....								26,466	2,075

To F. W. Shields, Esq.

GEORGE RAINE.

1874.		June, 1874.	tons	inches	inches	lbs.					
26 June	69	24th night	12	1/2	nil	496		No fracture; per. set 1"	As per Specn.		
26 "	"	" "	30	4 1/8	4 1/8	496	No fracture; carried 2 1/2'		"		
26 "	70	25th day	12	1/2	nil	422*		No fracture; per. set 1 1/8"	"		
26 "	"	" "	30	4 1/8	4 1/8	422	No fracture; carried 2 1/2'		"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending June 27th, 1874.....								328	282
Total number of rails passed.....								26,794	2,357

* Please note:—No. 70 in the testing was 18 feet length.

To F. W. Shields, Esq.

GEORGE RAINE.

1874.		June, 1874.	tons	inches	inches	lbs.					
29 "	71	25th night	12	1/2	nil	493		No fracture; per. set 1 1/8"	As per Specn.		
29 "	"	" "	30	4 3/8	4 1/8	493	No fracture; carried 3'		"		
29 "	72	26th day	12	3/8	nil	421		No fracture; per. set 1"	"		
29 "	"	" "	30	4 1/8	4 1/8	421	No fracture; carried 2 1/2'		"		
July.											
2 July	73	1st night	12	1/2	nil	425		No fracture; per. set 1 1/8"	"		
2 "	"	" "	30	4 3/8	4 1/8	425	No fracture; carried 2 1/2'		"		
3 "	74	2nd day	12	3/8	nil	426		No fracture; per. set 1"	"		
3 "	"	" "	30	4 3/8	4 1/8	426	No fracture; carried 2'		"		
3 "	75	3rd day	12	3/8	nil	491		No fracture; per. set 2 1/4"	"		
3 "	"	" "	30	4 1/8	4 1/8	491	No fracture; carried 2 1/2'		"		
								21 feet	18 feet	21 feet	18 feet
Number of rails passed for the week ending July 4th, 1874.....								340	1,052
Total number of rails passed.....								27,134	3,409

To F. W. Shields, Esq.

GEO. RAINE.

21 feet	18 feet	21 feet	18 feet
21	111	27,155	3,520

To F. W. Shields, Esq.

GEO. RAINE.

APPENDIX C.

Enclosures to the Engineer-in-Chief's Report of 18 December, 1874, No. 32 in Schedule.

The Park Gate Iron Company to F. W. Shields, Esq.

Park Gate Iron Works,
Rotherham, 19 December, 1873.

Dear Sir,

We are in receipt of your letter of the 17th instant, and we will give you a few days' notice before commencing to roll rails.

We have not yet received the box addressed to Mr. Parkes, but as soon as it arrives we will open it and see that the position of the fish-bolt holes correspond with ours.

We have the pleasure to inform you that we yesterday sent off a box containing seven samples, which we trust will arrive in due course.

Attached. See
Separate Appen-
dix No. 1.

We enclose tracing showing the proposed pile out of which we purpose manufacturing the rails. With your sanction, we purpose making the pile 10 inches square, as under:—

Sample No. 1 (red on tracing) will be made from puddled balls of the best mine iron; two balls will be placed together well hammered, thoroughly upset on all sides, and reduced by rolling to a slab 10" wide and 1½" thick, and the full length of the pile.

The intermediate bars, sample No. 2 (brown on tracing), will be made from good mine iron, all thoroughly well hammered, and rolled to such widths as will properly break joint.

The bottom slab, No. 3 (yellow on tracing) will be 8" wide, made of the best mine iron, but worked in a different manner to the top slab, so as to produce a bar of a more fibrous nature.

The side pieces, No. 4 (blue on tracing), will be made of the best quality of No. 2 iron, so as to make a tough, fibrous, and well finished flange to the rail.

This large pile will be heated, then reduced to a bloom about 7" square, again reheated, and then rolled into a rail, thus ensuring a large amount of work before the finished rail is produced.

No. 5 is a sample of the pig iron proposed to be used.

Samples No. 6 and 7 show the fractures of two pieces of 50-lb. T rails taken out of stock, which will show you the usual quality we make. No. 6 shows an especial good fracture; the bulk of our make will range between the two.

You will note that we propose to reduce the top slab to 1½" thick, and this we find from experience enables us to put more work upon it than we can when it is required 2" thick.

We may mention that we manufacture many thousand tons of rails annually for the Midland Railway, under a three years guarantee, from a like pile, but with a similar slab top and bottom for double-headed rails; and although their traffic is enormous, we find that it produces the best rail to stand the wear and tear of their system.

We are, &c.,

The Park Gate Iron Co. (Limited),
C. W. J. STODDART,
General Manager.

F. W. Shields, Esq., to The Park Gate Iron Company.

3, Delahay-street, Westminster, S.W.,
22 December, 1873.

New South Wales Railways.

Gentlemen,

I duly received your letter of Friday, 19th instant, and lose no time in replying. I see no objection to the size of pile (10" x 10") which you prefer adopting, especially as the specification says "not less than 9" x 10"; but I fear it will give rise to complaint at Sydney if you alter the thickness of top slab from 2" to 1½", especially as it alters the proportion of top slab to whole pile from ½ to ¼; and I will ask you therefore to send me another sample of this slab of 10" x 2" and finer in grain than the last one, which is decidedly coarser in grain than it ought to be. Will you please break this bar and retain one part of it at the works for the Inspector's use.

There is no thickness stated on your tracing for bars Nos. 2, 3, and 4, and it would be more satisfactory to state their thickness.

Referring to No. 3 bar (yellow on tracing), I think it would be an improvement to make it wider, so as to cover the longitudinal joint of bar No. 4 (blue); also, that it would be better to make bar No. 4 extend one layer deeper in the pile.

I would also ask your attention to clause 10 of specification, providing that the bloom is to be reheated "to a welding heat," the last words not being in your letter of 19th, though probably intended.

Perhaps you will consider these points, and send me a revised tracing of pile.

Yours faithfully,
F. W. SHIELDS.

The Park Gate Iron Company to F. W. Shields, Esq.

Park Gate Iron Works,
Rotherham, 29 December, 1873.

Dear Sir,

We duly received your letter of the 22nd instant, and note that you prefer the top slab to be 2" thick instead of 1½"; we have therefore sent you a fresh sample about this thickness, and also another tracing showing the top slab as 2" thick.

With regard to the fineness of the grain in the top slab previously sent, we certainly thought it a very good bar; the grain will of course come out finer when the pile is rolled into a rail.

The intermediate puddled bars will be about ¾" thick.

With

With regard to the 8" bar, marked yellow on the original tracing, you will note that it does cover the longitudinal joint of bar No. 4, and if we were to make it any wider we are afraid that the edges would not be so good.

We think that bar No. 4 extends sufficiently into the pile, and will be found to make a first-rate flange on the rail.

After the pile is rolled into a bloom, the bloom is then reheated to a *welding heat* before being rolled into a rail.

We hope to be in a position to try the rolls next week, and if we find after commencing work that any modification of the pile can be suggested, we shall be very happy to do our best to meet your views upon the subject.

We are, &c.,
The Park Gate Iron Company (Limited),
C. W. J. STODDART,
General Manager.

F. W. Shields, Esq., to The Park Gate Iron Company.
3 Delahay-street, Westminster, S.W.,
1 January, 1874.

New South Wales Railways.

Gentlemen,

I am in receipt of your letter of yesterday enclosing tracing of pile. The dimensions of the pile are not however quite clear from the tracing, as appears thus:—

Top slab	2" thick
Eight intermediate bars, $\frac{3}{4}$ " thick	6" "
One bottom bar, thickness not stated, but per sample	$\frac{3}{4}$ " "
Total	$8\frac{3}{4}$ " thick.

Whereas you have stated the entire depth of pile at 10". As the difference is considerable, I would be obliged to you to send me another tracing which will make all clear.

I see from your letter of yesterday you did not exactly understand my letter of 30th ultimo. Will you please tell me when you will commence making up the piles for rolling, as I want to have this process inspected.

Yours faithfully,
F. W. SHEILDS.

The Park Gate Iron Company to F. W. Shields, Esq.
The Park Gate Iron Company (Limited),
Park Gate Iron Works,
Rotherham, 3 January, 1874.

Dear Sir,

We are in receipt of your letter of the 1st instant, and must apologize to you for not making the tracing quite clear. We now enclose one which we trust you will find in order. You will note that apparently the pile will be 10" \times 10 $\frac{3}{4}$ ", as it is not possible to roll puddled bars with the same exactitude to thickness as finished merchant bars.

The piles for making the rails are made at the same time as the rolling goes on, therefore, when we commence rolling your Inspector will of course see the piles made.

Yours truly,
The Park Gate Iron Company (Limited),
C. W. J. STODDART,
General Manager.

Mr. W. H. Quodling to Mr. Bewick.

24 June, 1874.

Ten pairs of T rails, 70 lbs. per yard, with the necessary fastenings, will be forwarded to the north, to be laid down in the Newcastle yard, as verbally directed by the Engineer-in-Chief.

Drawing showing method of laying these rails is forwarded under separate cover. The rails to be laid with precisely the same bearings as shown.

The object in sending these rails is to test their wearing quality, which you will be good enough to report upon every month.

W. H. QUODLING.

The Engineer-in-Chief to The Commissioner.

Sydney, 16 July, 1874.

Subject:—Rails imported for the Extension from Goulburn to Yass.

I FORWARD herewith a copy of Mr. Bewick's report on the rails recently imported for the extension from Goulburn to Yass.

Before taking any steps for a general inspection of these rails, it will I think be desirable to wait for further reports from Mr. Bewick as to their wearing qualities.

Probably it might be advisable to forward a copy of Mr. Bewick's remarks to the Agent General, with a suggestion that more care be taken in the inspection of the permanent way materials for this Colony.

JOHN WHITTON.

"The rails, &c., have arrived, and I have commenced laying them in.

"If these rails are a fair specimen of those being imported for the extensions, I would advise the Engineer-in-Chief to make arrangements for having them properly straightened, for it will be impossible to make a good permanent way with them in their present state; for, as regards straightness and finish, I have no recollection of ever having seen worse rails.—G.B., 11/7/74."

"From the few rails I have inspected in Sydney, I quite concur in Mr. Bewick's remarks.—J. W., 16/7/74."

Mr. Bewick to The Engineer-in-Chief.

Great Northern Railway,
Newcastle, 11 August, 1874.

Sir,

In compliance with your instruction that I should lay in a few of the rails recently imported for the extensions, where the traffic is heavy in the Newcastle yard, I have the honor to inform you that a month ago to-day, that is, on July 11th, I laid in a pair of these rails, about 8 ft. in length, at a particular point where the traffic is perhaps heavier than in any other part of the yard, in order that their wearing qualities might be thoroughly tested, and I regret to say that so far the result is very unfavourable.

One of these rails is now as near as possible worn out, and the other is failing very fast; I, however, purpose letting them remain in as long as I can with safety, when I will have them taken out and send them to Sydney for your inspection.

A few more pairs of these rails have been laid in where the traffic is lighter, some of which are already showing rather unfavourable symptoms.

I am, &c.,
GEORGE BEWICK.

Forwarded for the information of the Commissioner.—J.W., 12/8/74.

What does Mr. Whitton recommend should be done?—J.R., 22/8/74.

It "appears to me very difficult to know under existing circumstances what steps to advise the Commissioner to adopt, as, I presume, all the contracts for rails have been let, and probably nearly the whole quantity (33,220 tons) has been rolled.

I hardly see what can be done beyond forwarding to the Agent General in London a copy of Mr. Bewick's report on the quality of the rails sent out for the extension from Goulburn to Yass.—J.W., 28 August, 1874.

The Commissioner.

Geo. Bewick to The Engineer-in-Chief for Railways.

G. N. Railway, Newcastle,
1 September, 1874.

Sir,

I have the honor to inform you that the two short lengths of single-headed rail, alluded to in my report of 11th August, were taken out yesterday, after being in wear forty-four working days, and, as will be seen on inspection, they were not taken out before they were completely worn out; indeed, if passenger trains had been running over them, they must have been taken out two or three weeks ago.

I purpose forwarding these rails to Sydney to-night, *per* steamer "Morpeth," addressed to yourself.

I am, &c.,
GEO. BEWICK.

Rails received, 7th September.—W.H.Q.

Thomas R. Firth to The Engineer-in-Chief for Railways.

Great Southern Railway, Goulburn to Wagga Wagga—Contract No. 1.

Gunning, 28 October, 1874.

Sir,

I have the honor to report that I have examined a large portion of the permanent way material now lying at Goulburn for use on No. 1 Contract, and I find that, up to the present time, about two-thirds of the rails taken on to the works have been left, as being unfit to lay in the road without being straightened, and they are so uneven in width that it will be almost impossible to make the flanges fit into the sleepers as they ought to do; the contractor loses a considerable time in sorting the rails, and, as I presume that eventually he must be paid for straightening them, I think it will be much better (the proportion of bad ones being so great) if the contractor, instead of sorting and picking out the few good ones, be instructed to pass the whole of them through the press and be allowed a price per lin. yard for so doing, as I feel certain that the work of laying the road will proceed more rapidly, and it will be eventually cheaper to the Commissioner if this method be adopted.

I may say that the rails have been taken direct from the trucks, so far, and all necessary care taken in unloading them.

I have, &c.,
THOMAS R. FIRTH.

Forwarded for the information of the Commissioner. I think the course suggested by Mr. Firth will have to be adopted.—J.W., 29/10/74.—The Commissioner. What will the cost be?—J.S., 11/11/74.—Mr. Whitton. The cost will be about 1s. 3d. per rail, or £34 per mile.—J.W., *per* W.H.Q., 27/11/74.—The Commissioner.

Extract

Extract from Mr. Firth's report, dated 11 December, 1874.

"THE permanent way is laid to 138 miles 35 chains—4 miles 15 chains from Goulburn. This work is very much retarded in consequence of the rails being in such a crippled state, and it is necessary that some arrangement be made with regard to the straightening of them. The contractor complains very much (and I think justly) at the loss of time in sorting and straightening, as it is impossible to get on at all with road-laying without straightening some of them."

Mr. D. Williams to The Engineer-in-Chief for Railways.

Goulburn Office,
4 November, 1874.

Sir,

I have the honor to call your attention to the rails as delivered to me for use on the Yass Extension, contract No. 1.

The rails are in such very bad condition that I am compelled to straighten them by hammer and a press before permitted to put them in the road.

In some instances four or five pair only can be used out of a truck-load of fifty rails, involving the turning over and sighting of every rail, and twice handling; and in very many cases every rail has to be passed through the press before putting in the straight road.

Already it has cost me a considerable sum of money in turning, sighting, and unloading material that cannot be used, thereby entailing a heavy extra cost in my road-laying and a great delay in the quantity of work done.

As there is a shortness of labour, and especially skilled, for this purpose, I would suggest that the rails be put in order by men employed by the Government and delivered to me fit for use; this would greatly facilitate the progress of the road-laying.

I have, &c.,
DANIEL WILLIAMS.

14 September, 1874.

Memo. to Mr. Mason.

THE Engineer-in-Chief directs that ten pairs of the 70-lb. rails for the extensions be laid down in the Sydney yard, in such positions that the heaviest traffic may pass over them, in order to test their wearing qualities.

Drawing showing method of laying these rails is forwarded under separate cover. The rails to be laid with precisely the same bearings as shown.

You will be good enough to forward monthly reports respecting these rails.

The order for the rails and fastenings is enclosed.

W. H. QUODLING.

Government Railways,
Engineer-in-Chief's Branch,
31 October, 1874.

Memorandum to Engineer-in-Chief.

REFERRING to the ten pairs of the 70-lb. rails ordered to be laid down in the Sydney Station-yard, I have to report that these rails were laid down as directed, and ready for traffic at 2 p.m. on the 28th September.

I have examined them from time to time and observed strong indications of wear; and, at the present date, there is one bulged on the head in several places, which cannot last much longer.

After a few days wear the majority of them were bruised on the head inside, immediately under the tread of the wheel.

W. MASON.

Government Railways,
Engineer-in-Chief's Branch,
1 December, 1874.

Memorandum to Engineer-in-Chief.

ONE of the new rails laid on the 28th September last, in the Sydney yard, was reversed on the 11th ultimo, having split on the head at the joint, and also about 3 ft. 6 in. from the joint.

That named in my last report as being bulged on the head in several places will require to be reversed, or probably renewed, in the course of a few days, as it is bruised one side of the head throughout its length.

W. MASON.

NEW SOUTH WALES RAILWAYS.

GREAT SOUTHERN RAILWAY EXTENSION—GOULBURN TO WAGGA WAGGA.

SPECIFICATION for Permanent Way Materials for the length from Yass to Wagga Wagga.

SPECIFICATION FOR RAILS.

* See Separate
Appendix No. 2.

1. The section of rail is shown on plan attached, the *weight being 70 lbs. per yard; a template must be made by the manufacturers from the drawing, which must be approved in writing by the inspecting officer before commencing to roll. No rail weighing more than 1 per cent. lighter than the specified weight will be received, nor will any allowance be made for any excess of weight beyond 1 per cent. above that specified; within these limits the rails to be paid for by their actual weight.

2. The lengths of the rails to be as under, viz. :—
About 90 per cent. 21 feet long.
" 10 do. 18 do.

No deviation from these lengths exceeding $\frac{1}{8}$ in. will be allowed.

3. The rails are to have two holes punched at each end for fishing, the exact position and size of which are shown in the drawing, any variation therefrom of $\frac{1}{8}$ in. subjecting the rails to rejection.

4. No holes of any kind either punched or drilled are to be made in the flanges of the rails, which will be fastened to the sleepers by screws or spikes having projecting heads, which will clip the bottom flange of the rails.

5. Each rail is to be marked on the side with the maker's name, year, and month of manufacture.

6. The pile from which the rails are to be made to be not less than 9 in. by 10 in., and of such length as may be necessary to have a sufficient extra quantity of iron to secure perfect soundness at the ends of the rails.

7. The slab for forming the head of the rail to be made of the *best mine iron*, specially selected for hardness and toughness, and made into a bloom thoroughly and closely worked together on all sides under the hammer, then reheated to a welding heat and rolled into a bar 9 in. wide and 2 in. thick. This slab must in all cases be the full length and width of the pile.

8. The slab and side pieces for forming the flange and shoulder to be of the best quality of No. 2 iron, such as shall produce a strong, tough, fibrous iron.

9. The intermediate bars are to be made of such a mixture of ores, being *all mine iron*, as shall produce good, strong, tough, puddled iron of the best quality for the purpose, and not exceeding $\frac{1}{4}$ of an inch in thickness, and of such widths as properly to break joint.

10. This pile 9 in. x 10 in. is to be rolled into a bloom, which is to be reheated to a welding heat and then rolled into a rail.

Conditions.

11. Before commencing to roll the rails, samples must be sent to the superintending officer, and his approval in writing obtained of the quality of the iron the contractor proposes and will guarantee to use; and under no circumstances will he be permitted to sub-let any portion of the contract, or to make the rails at other works than his own, without the written consent of the superintending officer.

12. The rails to be of uniform section throughout, and in exact accordance with the approved template, the ends sawn off true and square, free from roughness at the edges, and the straightening must be done without hammering.

13. The surface of the rails and the edges of the flanges to be free from cracks or other defects. No patching nor hammering will be permitted.

14. The holes for fishing must be without burrs, square through the rail, and exactly in accordance with the given size and position shown on drawing.

15. The rails to be subject to the inspection of the superintending officer or his assistant during all the stages of manufacture. The bars for forming the piles will be rigidly tested in such manner as he shall decide, and certain finished rails shall be selected to be broken under varying conditions, the expense of these tests being borne by the contractor, who when requested, is to furnish labour to assist, and to afford every facility for examination during manufacture, testing, and thoroughly inspecting the work.

16. The tests will be applied as follows :—

The rails to be stacked in batches of one or two days rolling, and kept separate and distinct so that they may be readily identified by the inspector appointed by the superintending officer, who shall select from these batches certain rails which shall be subjected to the following tests :—

The rail to be placed with the head upwards, on two solidly bedded iron supports, placed 3 ft. 6 in. apart in the clear, and to support in the centre for a space of five minutes a weight of *twelve tons*, without showing any permanent deflection after removal of the weight. The rail must then under the same conditions support a weight of *thirty tons* without fracture.

The rail to be then nicked round and broken in the straightening press, with the head downwards. The fracture thus obtained must show a fine, granular, homogeneous texture in the head down to the shoulder, the web and flange must exhibit a clean fibrous fracture, and there must be no signs of imperfect welding or other defects.

One of the two portions of the rail to be then laid with the head upwards on iron supports 3 ft. 6 in. apart in the clear, fixed on solid foundation, and subjected to one blow of an iron weight of *ten cwt.* falling from a height of *seven feet*. The rail must show no signs of fracture after this test.

17. If the results of the tests do not show compliance with these requirements, the inspector shall make further tests, and if more than 10 per cent. of the rails tested do not stand the prescribed tests, the whole of the batch of rails from which the rails have been taken for testing shall be subject to rejection.

18. The inspection, as regards section, length, punching for fish-bolts, and general finish of the rails, will be most strict.

19. The rails approved are to be stamped at the two ends, in the presence of the inspector, who will furnish the superintending officer with a return of the rails examined, tested, and approved.

20. The total quantity of rails required under this specification is _____ tons.

21. The manufacturer must guarantee to deliver the rails free alongside of ship, either at London or Liverpool, as follows :—

23. The completion of this contract within the specified time is of the greatest importance, and the manufacturer must bind himself to complete the order in the time above mentioned.

SPECIFICATION

SPECIFICATION FOR FISH-PLATES.

1. The fish-plates are to be of wrought iron, of the best and strongest quality of No. 3 iron, which shall have been so piled and rolled as to produce the soundest and best bars for the purpose.

2. The plates are to be rolled uniformly and accurately, of the dimensions and section shown on the drawing attached,* and according to templates to be submitted to the superintending officer, and approved by him previous to commencing to manufacture; they are to be sawn off square at the ends, and are to be perfectly true and fair in surface after cutting and punching, without any burr on the edges; to be marked on the side with the name of the maker and with the year of manufacture. *Separate Appendix No. 3.

3. Each fish-plate is to have four holes punched in it; these holes must correspond exactly with the form, size, and positions shown on the drawings, and must truly answer to the gauges, to be submitted to the superintending officer for his approval previous to commencing manufacture.

4. The fish-plates are to weigh about 22 lbs. per pair, the exact weight of the plates to be carefully ascertained from those first rolled, true to template and specified dimensions, and this weight must be adhered to as closely as practicable.

Conditions.

5. The contract to be executed under the direction and to the entire satisfaction of the superintending officer, who will himself, or by his appointed inspector, examine and test the plates in such manner as he may decide, the manufacturer to afford all facilities, labour, &c., for so doing, power being reserved by the superintending officer to reject all materials which have not complied with the tests applied.

6. When the plates have been approved they are to be heated and dipped in linseed oil, tied in compact bundles of six plates each with $\frac{1}{4}$ -in. rod iron of best and strongest quality, and packed in strong cases or casks, bound with $1\frac{1}{4}$ -in. hoop-iron; each case not to exceed 3 cwt. when full, and to be hot stamped "Fish-plates," also to have the number of plates, the gross and net weights, clearly stamped on each package.

7. The decision of the superintending officer as to quality of materials, workmanship, and general compliance with this specification shall be without appeal.

8. The number of fish-plates required is—

	No.	pairs, or about	tons
--	-----	-----------------	------

9. The manufacturer must guarantee to deliver *pro rata* with the rails.

SPECIFICATION FOR FASTENINGS.

1. The fastenings are shown on drawings attached,* and are to be manufactured in exact accordance therewith. They are all to be made from the finest quality of close fibrous iron; the bars from which the fastenings are made will be tested by bonding, when cold, to an angle of 45° out of straight line; they are then to be restraightened, and after this test they shall show no signs of fracture. *Separate Appendix No. 4.

2. The fish-bolts are to have capped heads forged out of the solid; they are to be formed at the neck as shown, to prevent them turning round while being screwed up.

3. They are to be $\frac{3}{8}$ in. diameter, and all bolts which vary more than $\frac{1}{16}$ in. from this specified diameter will be rejected. The manufacturer must provide himself with some of the approved fish-plates, and daily try the bolts to see that they fit properly in the plates. The screwed portion of the bolts to be of the exact length shown, the threads to be of Whitworth's standard.

4. The wood screws and spikes, or dogs, are to have the heads forged out of the solid, and of the exact form shown in the drawing. They are to be manufactured out of bar $\frac{3}{4}$ in. diameter, the screwed portion is to taper $\frac{1}{8}$ in. at the lower end, as shown; the threads to be of the pitch and form shown, and to be perfectly free from tears and other defects. The ends of the wood screws to be chamfered as shown.

5. Samples of each of the different fastenings to be submitted to the superintending officer for his approval as soon as possible after the acceptance of the tender, so that if any alterations are necessary they may be made before the manufacture is commenced.

6. The weights of these fastenings to be:—Fish-bolts, about 1·3 lbs., wood screws about '83 lbs., and spikes about '77 lbs. The exact weights will be carefully ascertained from those first manufactured true to given dimensions; and these must be established as a standard, which must be adhered to as closely as practicable.

Conditions.

7. The contract to be executed under the direction and to the entire satisfaction of the superintending officer, who will himself, or by his appointed inspector, examine and thoroughly test the fastenings as before mentioned, reserving the power of rejecting all fastenings which have not fulfilled the requirements of this specification, the manufacturer to give every facility and labour for such inspection and testing.

8. When the fastenings have been approved, they are to be heated and dipped in linseed oil, and packed in strong cases or casks, bound and properly secured with $1\frac{1}{4}$ -in. hoop-iron. The cases or casks are not to exceed 3 cwt. when full, and are to be hot stamped "Fish-bolts," "Wood screws," or "Spikes," as the case may be; and also to have the number of fastenings, and the gross and net weights, distinctly stamped on each of the packages.

9. The decision of the superintending officer as to the quality of materials, workmanship, and general compliance with this specification, shall be without appeal.

10. The quantity of fastenings required is:—

No.	fish-bolts, or about	tons;	
"	wood screws, or about	tons;	
"	spikes, or about	tons.	

11. The manufacturer must guarantee to deliver *pro rata* with the rails and fish-plates.

Department of Public Works, Railway Branch,
Engineer's Office, Sydney,

JOHN WHITTON.

APPENDIX D.

Enclosures to Report of Board, 14 May, 1875. No. 51 in Schedule.

APPENDIX A.

COMMISSION appointed to report on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

Dead Weight Tests made by the Commissioners (Messrs. John Russell, John Struth, and Alexander Brown) at the Works of Messrs. P. N. Russell & Co., Sydney, on ten iron flanged rails manufactured by the Park Gate Iron Company, for the New South Wales Government, one rail being taken from each stack of rails at the Redfern Railway Station, Sydney, and marked respectively from number 1 to 10, by Mr. Scott, Locomotive Superintendent, in the presence of the Commissioners.

Date of test, March, 1875.

Tests by hydraulic pressure.				
No. of rail tested.	Amount of load 5 minutes on centre, 3' 6" bearings.	Deflection of rail at centre.	Breaking pressure after rail being nipped all round and placed with head reversed in hydraulic press.	Remarks.
No. 1...	12 tons	$\frac{1}{10}$ " not permanent.....	.....	No fracture.
	30 "	$1\frac{1}{8}$"	.....	"
No. 2...	12 tons	$\frac{1}{8}$ " not permanent	.....	Showing little or no fibre in the fracture, but a coarse grain and a good deal of dirt in the iron.
	30 "	$1\frac{7}{8}$"	.....	No fracture.
No. 3...	12 tons	$\frac{1}{8}$ " not permanent .....	.....	"
	This rail broke before 30 tons pressure was obtained.			.....	The fracture showing a similar appearance to No. 1 rail.
No. 4...	12 tons	$\frac{1}{8}$ " full, not permanent ...	.....	No fracture.
	30 "	$2\frac{3}{8}$"	.....	"
No. 5...	12 tons	$\frac{1}{8}$ " not permanent .....	.....	The fracture showing a similar appearance to No. 1 rail.
	30 "	$2\frac{1}{8}$"	.....	No fracture.
No. 6...	12 tons	$\frac{1}{8}$ " not permanent .....	.....	Head spread out $\frac{1}{4}$ of an inch.
	This rail broke at a pressure under 28 tons.			.....	The fracture showing a similar appearance to No. 1 rail.
No. 7...	12 tons	$\frac{1}{8}$ bare, not permanent ...	.....	No fracture.
	26 "	$1\frac{1}{8}$"	.....	"
No. 8...	12 tons	$\frac{1}{10}$ bare, not permanent...	.....	Broke at this pressure; the fracture same appearance as No. 1 rail.
	26 "	$1\frac{1}{8}$"	.....	No fracture.
	28 "	$1\frac{1}{8}$"	.....	"
	29 "	$1\frac{1}{8}$"	.....	"
	30 "	$2\frac{1}{8}$"	.....	"
No. 9...	12 tons	$\frac{1}{10}$ " not permanent .....	.....	Broke at this pressure; the fracture same appearance as No. 1 rail.
	26 "	$\frac{3}{4}$"	.....	No fracture.
	28 "	$1\frac{1}{2}$"	.....	"
	29 "	$1\frac{3}{8}$"	.....	"
	30 "	$1\frac{5}{8}$"	.....	"
No. 10.	12 tons	$\frac{1}{10}$ " not permanent.....	.....	20 tons
	26 "	$1\frac{1}{10}$"	.....	The fracture showing a similar appearance to No. 1 rail, with little or no fibre.
	28 "	$1\frac{1}{2}$"	.....	No fracture.
	29 "	$2\frac{3}{8}$"	.....	"
	30 "	$3\frac{1}{10}$"	.....	"
			20 tons	The fracture showing a similar appearance to No. 1 rail.

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

Tests by actual weight on three rails to check accuracy of hydraulic press.			
No. of rail tested.	Amount of load 5 minutes on centre, 3' 6" bearings.	Deflection of rail at centre.	Remarks.
No. 5 ...	12 tons	$\frac{3}{32}$ " not permanent.	No fracture.
	25 " " Tons 25 : 13 : 2 : 3	$2\frac{3}{8}$ " $2\frac{7}{8}$ "	Broke at this pressure; the fracture showing coarse iron and little or no fibre.
No. 6 ...	12 tons	$\frac{1}{8}$ " not permanent.	No fracture.
	19 " " 25 " " Tons 25 : 15 : 3 : 0	$\frac{3}{8}$ " 1"	" " Broke at this pressure; the fracture showing coarse iron and little or no fibre.
No. 8 ...	12 tons	$\frac{1}{6}$ " not permanent.	No fracture.
	25 $\frac{1}{2}$ " "	$1\frac{1}{8}$ "	" "
	" " for 10 minutes	2" full.	" "
	" " 15 "	$2\frac{1}{8}$ "	" "
	26 $\frac{1}{2}$ tons	$2\frac{1}{8}$ "	" "
	" " for 5 minutes	$2\frac{3}{8}$ "	" "
	27 $\frac{1}{2}$ " "	$2\frac{1}{8}$ "	" "
	27 $\frac{1}{2}$ " "	$2\frac{3}{8}$ "	" "
	28 $\frac{1}{2}$ " "	$2\frac{1}{8}$ "	" "
	" " for 5 minutes	3"	" "
" " 10 "	$3\frac{1}{8}$ "	" "	
29 " "	$3\frac{3}{8}$ "	Broke at this pressure; the fracture showing coarse iron, no fibre, and a good deal of dirt.	

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

APPENDIX B.

COMMISSION appointed to report on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

Falling Weight Tests made by the Commissioners, Messrs. John Russell, John Struth, and Alex. Brown, at the works of Messrs. P. N. Russell & Co., Sydney, on ten iron flanged rails, manufactured by the Park Gate Iron Company for the New South Wales Government, one rail being taken from each stack of rails at the Redfern Railway Station, Sydney, and marked respectively from number 1 to 10, by Mr. Scott, Locomotive Superintendent, in the presence of the Commissioners.

Date of test, March, 1875.

Results of one blow of a monkey, weight 10 cwt., falling from a height of 7 feet on the rail placed on a solid foundation, 3' 6" bearings.			
No. of rail tested.	Length of piece of rail tested.	Deflection of rail at centre.	Remarks.
No. 1	5 feet	$\frac{1}{8}$ " & $\frac{1}{32}$ "	No fracture.
No. 2	" "	$1\frac{1}{8}$ "	" "
No. 3	" "	$\frac{7}{8}$ "	" "
"	10 feet	$\frac{3}{8}$ "	" "
No. 4	5 feet	$\frac{3}{4}$ " & $\frac{1}{16}$ "	" "
No. 5	5 feet (10 feet fall)	$1\frac{1}{2}$ "	Slight fracture.
No. 6	5 feet	$\frac{1}{2}$ "	Two or three slight fractures.
No. 7	" "	$\frac{5}{8}$ "	Slight fracture in flange.
No. 8	" "	$\frac{5}{8}$ "	Slight fracture.
No. 9	" "	$\frac{5}{8}$ "	No fracture.
No. 10	" "	$\frac{3}{4}$ "	" "

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

APPENDIX C.

COMMISSION appointed to report on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

The following tests were also made by the Commissioners, Messrs. John Russell, John Struth, and Alexander Brown, at the Works of Messrs. P. N. Russell & Co., Sydney, in the presence of Messrs. Thomas Bladen, Enoch Hughes, Thomas Francis, and S. B. Daniell, on six of the iron flanged rails received from the Railway Station, Sydney, and one iron flanged rail received from the Railway Station, Newcastle, all manufactured and supplied by the Park Gate Iron Company.

Date of test, April 12th, 1875.

Tests by hydraulic pressure.				
No. of rail tested.	Amount of load, 5 minutes on centre, 3' 6" bearings.	Deflection of rail at centre.	Breaking pressure after rail being nicked all round, and placed with head reversed in hydraulic press.	Remarks.
No. 1.....	12 tons	$\frac{1}{16}$ " not permanent	The fracture showing no fibre ; and broke short off, the fracture showing no fibre. This rail was subjected to a blow of a 10-cwt. monkey falling from a height of 7 feet, before being put into the hydraulic press, and deflected $\frac{3}{8}$ ". It was then placed in the hydraulic press with the head of the rail upwards, and after a pressure of 30 tons was obtained a slight fracture appeared in the head of the rail. This rail bent sideways, the flange giving way. The fracture showing no fibre. This rail was subjected to the same test as No. 6 rail above, and with the same result. This is one of the rails referred to in Mr. Mason's report, dated March 22/75, as having been found totally un-serviceable (see Appendix I) ; and broke short off at this pressure, the fracture showing the head and part of the web and flange black and short iron, with little or no fibre. This is one of the rails referred to in Mr. Bewick's report, dated 30th March, 1875, as having been found totally un-serviceable (see Appendix J) ; and broke short at this pressure, the fracture showing no fibre, but very loose in the break.
	29 "	$\frac{1}{8}$" "	.....
	30 "	$\frac{2}{8}$" "	.....
No. 2.....	12 tons	$\frac{1}{16}$ " not permanent	18 tons	
	29 "	$\frac{1}{8}$" "	.....
	30 "	$\frac{2}{8}$" "	.....
No. 5.....	30 "	.....	.....
No. 7.....	12 tons ...	$\frac{1}{16}$ " not permanent	.....
	29 "	$\frac{1}{8}$" "	.....
	30 "	$\frac{2}{8}$" "	.....
No. 8.....	30 tons	.....	18 tons
No. 8.....	12 "	$\frac{1}{8}$ " not permanent	.....
	25 "	$\frac{1}{8}$" "	.....
	26 "	$\frac{1}{8}$" "	.....
Rail from Newcastle, and marked N.	12 tons	$\frac{1}{8}$ " not permanent	.....
	25 "	$\frac{1}{8}$" "	.....
	26 "	$\frac{1}{8}$" "	.....
	27 "	$\frac{1}{8}$" "	.....
	28 "	$\frac{1}{8}$" "	.....
	29 "	$\frac{2}{8}$" "	.....
	30 "	$\frac{2}{8}$" "	.....

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

APPENDIX D.

Pymont,
12 April, 1875.

To the Commissioners appointed to report on Iron Rails supplied to the N.S.W. Government.

Gentlemen,

In reporting to you my opinion, as an iron manufacturer, upon the sample of rails submitted to my inspection, and tested in my presence to-day, it will perhaps be necessary, for your information and the satisfaction of all who may be concerned, for me to state, that my experience in the manufacture and knowledge of the qualities of iron extends over a period of about thirty years, nine of which I passed at the works of G. B. Thorneycroft & Co., Wolverhampton, where my late father was manager for many years. I was engaged for ten years at the Shulton Bar Iron Works, North Staffordshire, when I had charge of two rolling mills, and for shorter periods I have filled positions of responsibility and trust in Yorkshire and America.

I have to report that the whole of the samples of iron rails submitted for inspection to-day are, without exception, of very inferior quality. The fractures of the rails broken showing over nearly the whole surface of the fractures, a coarse crystalline grain, no part of any of the samples were fibrous or tough in their nature.

The pressure for testing the samples being applied laterally, by hydraulic ram placed between centres 3 feet 6 inches apart.

The first two samples, Nos. 8 and 5, owing to the pressure not being quite central, were bent sideways and only slightly fractured at 30 tons strain.

No. 2 rail was deflected $1\frac{1}{2}$ inch with a pressure of 29 tons, and broke with a deflection of $2\frac{1}{2}$ inches; at 30 tons strain, and with a sudden snap, it flew apart just as a piece of cast iron would, which would have been otherwise if the bottom flange and stem of the rail had been good fibrous iron, according to the specification, the fibre would have stretched and it would not have separated at such a slight deflection. The fracture showed a coarse crystalline grain, except a small patch less than $\frac{1}{2}$ an inch long on each end of bottom flange, which was a close-grained, but dull-looking iron, more like a slate fracture than the silky fracture of fibrous iron.

No. 1, rail nicked round, broke at 18 tons pressure with a snap like cast iron, appearance of fracture coarse crystalline grain entirely.

No. 7 rail, nicked round, broke at 16 tons pressure in the same manner as the two previous samples, and with the same appearance of fracture as No. 2, namely, crystalline throughout, except at each corner of bottom flange there was a small patch of dull close-grained iron.

Piece of condemned rail from the North broke at 30 tons pressure; more close-grained iron in this than in any of the former samples, but it has the dull impoverished appearance common to all iron from which the earthy and deleterious matter has not been eliminated in the first processes, no matter how much it is worked afterwards.

This

This rail has evidently been rolled the wrong way of the pile, thus
layers thus



instead of being rolled with the

No. 8, from Sydney. I think this about the worst sample of rail I ever saw, broke at 26 tons pressure; like the last named it had been rolled the wrong way of the pile, and was laminated at the head, evidently not having been properly welded.

I may add that the whole of the samples break in the same way, and have the same appearance that I should expect in iron that has never been properly puddled or "brought into nature" as it is technically called, before being balled up and taken to the hammer or squeezers.

The samples of rails tested with acid show great want of uniformity in the quality of the material of which they are composed, though they do not so clearly show what I think the other tests plainly prove, that the whole mass of iron is very impure and badly worked.

I remain, &c.,
THOMAS BLADEN.

P.S.—Having read the specification for rails signed by the Engineer-in-Chief, I am decidedly of opinion that these rails are not made in accordance with that specification.

THOMAS BLADEN.

Commission on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

Mr. Thomas Bladen, Manager of the Pyrmont Bridge Iron Works, Sydney, examined by the Commissioners, Messrs. John Russell, John Struth, and Alexander Brown.

Question No. 1.—Mr. Bladen, will you please state your experience in the manufacture of iron railway rails and where?

Answer.—I refer you to my report that I herewith hand to the Commission, and I may state that at the establishments noticed in my report large quantities of rails were made, and I had every opportunity during my engagements there of seeing all the operations connected with the manufacture of iron rails from the first process.

Question No. 2.—Mr. Bladen, you having read the specification under which the rails referred to were to be manufactured, and having witnessed several of the tests, is it your opinion that the specification has been strictly carried out by the contractors?

Answer.—Not at all.

Question No. 3.—Can you inform the Commission, in your opinion, the reason or cause of the heads of the rails that have been under traffic on the line for a period of from one to three months, splitting, laminating, and chipping off, as per samples now shown to you? You will observe that pieces from 2 to 6 inches long have been crushed off the heads of the rails, and these were picked up at the sides of the rails along the line?

Answer.—I attribute this to the impure nature of the material of which the rails are composed, as stated in my written report, as well as to defective workmanship. In the case where the head of the rail is split, it is mainly owing to the rail being rolled the wrong way of the pile.

THOMAS BLADEN.

Sydney, April 12th, 1875.

J.S.
A.B.
J.R.

APPENDIX E.

REPORT on Experiments made at Messrs. Russell's, Sydney, on Rails supplied by the Park Gate Iron Company, England, to the New South Wales Government.

THE rails in these experiments were eight or ten bars, taken at random from some thousands of tons already supplied. They had been laid down on the railway at Sydney and at Newcastle, in such positions as to ensure a full amount of wear and tear. From the resident Engineer's report, giving dates of laying, turning, and replacing, it appeared that none had been down more than five months; they were nevertheless utterly destroyed, the inner edge of the upper portion of the rail being torn and frayed away. One bar was split vertically down through the centre web and bottom flange, and all exhibited a tattered, abraded appearance, the material evidently lacking the requisite lateral cohesive strength.

On examining portion of the same rails which had been immersed in strong acid, deep irregular channels had been eaten in, not uniformly and of a slight depth, as in good scrap iron, but in deep recesses, as if the oxide and scoria had never been fairly worked out of the iron, but, as indicated by the acid, had remained in, and thus prevented the iron welding into a homogeneous mass.

The specification test to which these rails were to be subjected was, to carry 12 tons for 5 minutes without permanent set, placed midway between two supports 3 ft. 6 in. apart, and afterwards to carry 30 tons in the same position, without breaking.

Of three bars thus tested all carried the 12 tons satisfactorily; two of them carried the 30 tons for a few seconds, and were broken by further pumping, while the third broke with 26 tons.

Two other bars, supported as before, had been bent by a weight of 10 cwt. falling upon them through a space of 7 ft., the deflections produced being $\frac{3}{4}$ in. and $1\frac{1}{4}$ in. respectively. They were now bent in an opposite direction till the deflection amounted to 3 inches. There was a slight crack in the tread of one, and the other appeared uninjured, and, as far as this test was concerned, the iron stood well.

On "nicking" round and breaking, the fractures showed a bright crystalline texture, which, as far as appearance goes, might, in my opinion, indicate a good tensile strength; but there was no sign of fibre in the lower members of the rail, as had been stipulated in the specification. Three other bars, however, which were broken, showed somewhat of this structure, but the fibrous parts had a dull, burned appearance, and under a strong lens looked more like molten slag than iron.

Speaking then of the bars thus examined, I am of opinion that the iron used in their manufacture has been of a fair average quality, but that it has been insufficiently worked.

Although beyond the province of the present report, I should like, with the permission of those for whom it has been written, to add, that I do not place much dependence on opinions drawn simply from the carrying power and fractured appearance of test bars, although the value of such opinion might be enhanced if it were based, in addition to the above, on the data derived from a similar set of experiments on rails of known good quality. The only satisfactory way of dealing with a matter of such magnitude as that to which these experiments refer being, in my opinion, to lay down a few tons, taken promiscuously from the store, along with those which have been used hitherto, so that they may be subjected to a fair test, viz., the ordinary wear and tear of the railway. A few months will then show if they are suited to their work or not. Should they on examination present the appearance of those examined to-day, the result will be sufficiently conclusive.

SAML. B. DANIELL.
12th April, 1875.

COMMISSION on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

Mr. Samuel B. Daniell, practical engineer, examined by the Commissioners—Messrs. John Russell, John Struth, and Alexander Brown:—

Question No. 1.—Mr. Daniell, have you had sufficient experience to enable you to give an opinion of the quality of iron generally used in the manufacture of iron railway rails, and other iron generally used for engineering purposes?

Answer.—I have never had any experience in the manufacture of iron railway rails, but I was lately (for ten years) assistant-manager in the manufacturing department of Messrs. Sharp, Stewart, & Co., locomotive engineers, Manchester, and have had many opportunities of gaining experience as to the quality of various descriptions of iron used in that as well as other engineering establishments at which I have been employed. I may also state, for your information, that I served my apprenticeship with Messrs. Nasmyth & Co., Manchester, and have also been employed at Messrs. Penn's Works, London.

Question No. 2.—Mr. Daniell, will your experience enable you to form an opinion of the quality of the iron in the railway rails manufactured by the Park Gate Iron Company, and which have been submitted to you, and tested in your presence?

Answer.—Yes, I believe so; and beg to refer you to my report, which I herewith hand to the Commission.

Sydney, 12th April, 1875.

SAML. B. DANIELL.

J.S.
A.B.
J.R.

APPENDIX F.

Roslyn-street, Darlinghurst,
12 April, 1875.

Before the Commissioners of the New South Wales Government.

Gentlemen,

I have this day, also on the 5th instant, at your request, proceeded to the works of Messrs. P. N. Russell & Co., to inspect and test a quantity of railway iron, supplied from the Park Gate Iron Works, in England, to the Government of this Colony, and have to report as follows:—After inspecting some twenty rails that had been previously broken for the purpose of judging the quality of the iron, I found them, without exception, an inferior iron, deficient in fibre, badly wrought, and impregnated with dirt, so much so that under close inspection appeared laminated, and calculated, from all appearance, to wear just as they appear to have done after some fifty or sixty days use.

I then proceeded to the testing of some rails, some of them had been in use, and some of them new, but all from the Park Gate Iron Works.

No. 8. One rail, No. 8, that had already been bent by the weight of a monkey of 10 cwt., and had permanently bent the rail $\frac{1}{8}$ " was then placed under the hydraulic, with the flange of the rail on the ram head. Bearings, 3 ft. 6 in. apart, at a pressure of 30 tons the head of the rail was but slightly cracked.

No. 5. One rail, No. 5, that had already been bent by the weight of a monkey of 10 cwt., and had permanently deflected $1\frac{1}{2}$ in., was then placed under the hydraulic, with flange of rail on the ram head, at 30 tons pressure the rail had not broken, but slightly cracked on the rail head, same as No. 8. It will be seen that the pressure of hydraulic in No. 5 and No. 8 case was just the reverse to the pressure on the rails when laid down for use. This was of no importance, as our object was only to see the quality of the iron.

No. 2. This was a new rail tested by hydraulic, the head of rail was on the ram head, the bearings 3 ft. 6 in. apart, with 12 tons pressure for five minutes duration, the deflection was one-sixteenth ($\frac{1}{16}$), not permanent; at 29 tons the deflection was $1\frac{1}{2}$ ", and no signs of breaking; but at 30 tons the rail broke. The grain of the iron was more uniform than any I had previously seen, but it was faulty, dirty, and without fibre.

No. 1. The next rail, No. 1, was nicked all round by chisel, then placed under hydraulic test, to show quality of iron. It broke at 18 tons. In this case there was no appearance of fibre; it was not homogeneous, as the specification states it should be, and a thorough want of toughness.

No. 7. The next rail, No. 7, was marked all round by chisel, then placed under hydraulic test, to show quality of iron. It broke at 18 tons. There was no difference in the quality from No. 1.

X. The next, marked X, and brought from Newcastle, was placed under the hydraulic. It deflected $\frac{1}{2}$ at 12 tons (not permanently). The head of this rail was on the ram, and at a

Pressure of 25 tons,	$1\frac{1}{8}$	deflection.
" 27	$1\frac{1}{2}$	"
" 28	$1\frac{7}{8}$	"
" 29	$2\frac{1}{4}$	"
" 30	$2\frac{3}{4}$	"
" 30	$2\frac{3}{4}$	" broke.

The appearance of the above after being broken, the T flange and the web was slightly fibrous, the head of the rail was brittle, coarse-grained, and thoroughly laminated with dirt; the bit of fibre in the web and the flange caused it to bear the test.

No. 8. Rail was then nicked with chisel all round, placed under the hydraulic (this rail was badly worn, actually in flakes from one end to the other) at 12 tons, $\frac{1}{2}$ deflection (slightly permanent); at 25 tons $1\frac{1}{2}$ deflection; at 26 tons the rail broke. Its appearance was bad and dirty; what little fibre shows is black and dull, not as it should be, a silver grey; the head of the rail is coarse and brittle.

No. 9. The iron that has been planed and subjected to acid, so as to show the grain of the iron and the method that has been adopted in forging the rails, clearly shows how badly they have been wrought, and in all probability would wear just as badly after being in use for a short time as No. 8 rail has actually done.

I may state, after twenty-five years' experience with the wear and tear of the heaviest of machinery, I have never seen worse material or more badly wrought iron.

I have, &c.,
THOMAS FRANCIS.

COMMISSION on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

Mr. Thomas Francis, engineer, Sydney, examined by the Commissioners, Messrs. John Russell, John Struth, and Alexander Brown:—

Question No. 1.—Mr. Francis, have you had sufficient experience to enable you to give an opinion of the quality of iron generally used in the manufacture of iron railway rails, and other iron generally used for engineering purposes?

Answer.—I beg to refer you to my report, which I herewith hand to the Commission, dated April 12th, 1875.

Question No. 2.—Mr. Francis, you having read the specification under which the rails referred to were to be manufactured, and having witnessed several of the tests;—is it, in your opinion, that the specification has been strictly carried out by the contractors?

Answer.—Certainly not; see my report, and in which I have embodied all the information that is necessary. From the tests that I have seen, and from the appearance of the rails that have been taken up after only being in use for from one to three months and condemned, I am of opinion that the clause, No. 7 of specification, has not been complied with.

THOMAS FRANCIS.

Sydney, April 12th, 1875.

J.S.
A.B.
J.R.

APPENDIX G

Sydney, 13 April, 1875.

To John Russell, Esq.,—

Dear Sir,

I herewith hand you my report upon the quality of iron rails marked Park Gate Company, and tested in my presence at the Sydney foundry, April 12th, 1875.

Sample No. 8, piece of rail, about 4 feet long, tested to a pressure of 30 tons. This rail when broken shows the body of the iron to be very hard and open grained, of common quality, with little or no fibre.

Sample No. 5, about 4 feet long, tested to a pressure of 30 tons, quality same as sample No. 8.

Sample No. 2, 3 feet 6 in. long, tested to a pressure of 30 tons, quality same as No. 8 and 5.

Sample No. 1, nicked round, tested to 18 tons, and broke, quality very hard, open and inferior to other samples.

Sample marked N, from Newcastle, broke at 30 tons, quality hard and open, coarse metal. This rail was rolled the wrong way of the pile, that is to say, edgeways, instead of flatways, which is the cause of the rail opening, and not standing the wear.

Sample No. 6, condemned rail from Sydney station, broke at 26 tons pressure, quality very hard, with little or no fibre. This rail is also rolled the wrong way of the pile.

Having witnessed the testing of the above rails, also examined the rails now lying at the Redfern Station, of same section and brand, I am of opinion that the above rails have been rolled direct from the puddled bar, without reheated tops and bottoms or hammering. I find that a small percentage of reheated iron or rail ends have been rolled down into 2-inch bars, and used in the flange of the rail, to prevent it from cracking on the edge during the time of rolling. From the appearance of the ends of the rails broken, not more than 50 lbs. of reheated iron has been used in each rail. I also consider the rails have been badly heated and rolled, no care having been taken as to which side of the pile was rolled into the head of the rail.

In reading over the specification for the manufacture of the above rails, I find that every precaution has been taken to secure a good quality of rail, and had the rails been made to the specification, the rails would have been all that could be desired.

ENOCH HUGHES,
Manager, Lithgow Valley Iron Works,
New South Wales.

Commission on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

Mr. Enoch Hughes, Manager of the Lithgow Valley Ironworks, Bowenfels, examined by the Commissioners, Messrs. John Russell, John Struth, and Alexander Brown.

Question No. 1.—Mr. Hughes, will you please state your experience in the manufacture of iron railway rails, and where?

Answer.—I had the full superintendence as stock-taker of the Spring Vale Ironworks, near Wolverhampton, for seven years, during which time I executed an order for 20,000 tons of rails for the Erie Railway, in the United States of America, and during that time I had every opportunity of seeing the manufacture of rails from the first process. I have also had experience in the works of Messrs. Bradly, Barrows & Hall, Bloomfield Ironworks, Staffordshire, for about seven years in the manufacture of merchant iron, &c. The report that I herewith hand to the Commission is my opinion as to the quality and condition of the rails supplied by the Park Gate Iron Company to the New South Wales Government, as per experiments made on same in my presence, and the appearance of the rails which had been tested and broken previous to my inspection by the Commissioners.

Question No. 2.—Mr. Hughes, you having read the specification under which the rails referred to were to be manufactured, and having witnessed several of the tests,—is it your opinion that the specification has been strictly carried out by the contractors?

Answer.—I am of opinion that the specification referred to has not been carried out.

Question No. 3.—Can you inform the Commission in your opinion the reason or cause of the heads of the rails that have been under traffic on the line for a period of from one to three months, splitting, laminating, and chipping off, as per samples now shown to you? You will observe that pieces from 2 to 6 inches long have been crushed off the heads of the rails, and these were picked up at the sides of the rails along the line.

Answer.—There are two reasons that I can give for this, viz.:—First—The pile not being first properly hammered and then rolled into a bloom. Second—The rail having been rolled edgeways of the bar in the pile, instead of flatways.

ENOCH HUGHES.

Sydney, April 13th, 1875.

J.S.

A.B.

J.R.

APPENDIX H.

Commission on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government.

Mr. David Smith, Manager of the Fitzroy Iron Company, Nattai, examined by the Commissioners, Messrs. John Russell, John Struth, and Alexander Brown.

Question No. 1.—Have you had any experience in the manufacture of iron rails?

Answer.—Not as a manufacturer.

Question No. 2.—Will you, Mr. Smith, please state what experience you have had?

Answer.—I have seen rails manufactured at John Bagnoll & Sons, Staffordshire, and recently at the Britannia Ironworks, Middlesbro'. Being interested in the manufacture of rails of an improved quality and construction, I made myself acquainted with all the details of the manufacture of railway rails. Having read the specification furnished by the New South Wales Government to the Park Gate Iron Company, and seen samples of the rails tested as supplied by this Company to the New South Wales Government, I am of opinion that, with the exception of the 12-ton test, no other condition of the specification referred to has been complied with.

Question No. 3.—Can you inform the Commission, in your opinion, the reason or cause of the heads of the rails that have been under traffic on the line for a period of from one to three months, splitting, laminating, and chipping off as per samples now shown to you. You will observe that pieces from 2 to 6 inches long have been crushed off the heads of the rails, and these were picked up at the sides of the rails along the line.

Answer.—In my opinion, the iron in the head of the rail has not been selected and worked in accordance with clause No. 7 of the specification before referred to.

DAVID SMITH.

Sydney, April 12th, 1875.

J.S.

A.B.

J.R.

APPENDIX I.

APPENDIX I.

Government Railways,
 Engineer-in-Chief's Branch,
 22 March, 1875.

Memorandum to John Russell, Esq.

I FORWARD herewith the information you require with reference to the new T rails, Park Gate brand, laid in the Sydney yard.
 The rails were laid on the 23th Sept., 1874.

No. 8	was reversed on the 11th November, 1874.
" 2	do. 8th December, 1874.
" 13	do. " " "
" 3	do. 23rd February, 1875.
" 19	do. " " "
" 14	do. 2nd March, " "
No. 1	was renewed on the 26th January, 1875.
" 2	do. " " "
" 6	do. " " "
" 8	do. 2nd March, " "

W. MASON.

J.S.
 A.B.
 J.R.

APPENDIX J.

Great Northern Railway,
 30 March, 1875.

John Russell, Esq., Sydney Foundry,—

Sir,

In compliance with your request contained in your letter of the 27th instant, I have the honor to give you the following particulars in reference to the wearing of the rails made by the Park Gate Iron Company, laid down in the Newcastle yard.

On July 11th, 1874, two 8-foot lengths were laid in one of the coal lines where the traffic is exceptionally heavy; on August 31st these were taken out completely worn out, and forwarded to the Engineer-in-Chief, Sydney.

On July 14th, six 21-foot lengths were laid down in the main coal-line; of these, one was renewed on January 27th last, another will I think, not last more than another fortnight; two others are failing, but may wear two or three months longer; the other two are not much worse than when laid in.

On August 18th, two others were laid down in one of the coal-lines, and so far appear to be wearing very well.

On August 31st, an 8-foot length was laid in place of one of those taken up on that date—this will probably require to be renewed within a fortnight.

On January 27th, a 21-foot length was laid down in place of that mentioned above as having been taken out on that date; this is nearly worn out and will probably have to be renewed in a week or so.

From the above statement it would appear that there is a considerable difference in the quality of these rails, as I cannot account for the fact of some of them wearing so much better than others, in any other way.

I have, &c.,
 GEO. BEWICK.

J.S.
 A.B.
 J.R.

APPENDIX K.

Great Southern Railway,
 Goulburn to Wagga Wagga,
 Yass, 17 April, 1875.

J. Russell, Esq.,—

Sir,

I have to acknowledge yours of the 15th inst., respecting rails manufactured by the Park Gate Iron Company for the above extension, and, in reply, beg to state—

1st. There are 14 miles of rails laid from Goulburn.

2nd. Up to the present time only a few of the rails have given signs of shelling, but there is very little traffic over them, as the ballast is only carried short distances.

3rd. The Commissioners can see the rails in the Goulburn Station, or the contractor (Mr. D. Williams) will run the Commissioners to the end of the road with his ballast-engine, where they can see that it is necessary to examine all the rails, and that at the least 75% have to be straightened before being laid down.

The ballast-engine leaves Goulburn every morning at about 8 o'clock, and Mr. Williams will assist the Commissioners in any way that he can.

I have, &c.,
 THOMAS R. FIRTH,
 Resident Engineer.

J.S.
 A.B.
 J.R.

APPENDIX L.

APPENDIX L.

COMMISSION appointed to report on Iron Rails supplied by the Park Gate Iron Company to the New South Wales Government. Survey made by the Commissioners, Messrs. John Russell John Struth and Alexander Brown, April 15th, 1875, on a quantity of iron flanged rails at the Sydney Railway Station, all manufactured and supplied by the Park Gate Iron Company. Tests applied to eighteen rails taken indiscriminately from the stacks, with the view of ascertaining their general condition and whether they had been properly straightened, &c., before leaving the works of the contractors.

RAILS MARKED P.

- One 21 feet rail, bent and buckled sideways full $\frac{1}{4}$ " ; at one end vertically bent $\frac{1}{4}$ ".
- One 21 feet rail, slightly twisted and buckled sideways $\frac{3}{8}$ " in 6 feet bent vertically $\frac{1}{2}$ ".
- One 21 feet rail, twisted $\frac{1}{4}$ ", bent sideways and buckled $\frac{1}{4}$ ".
- One 21 feet rail, slightly twisted, bent sideways and vertically about $\frac{1}{4}$ ".
- One 21 feet rail, twisted $\frac{1}{2}$ ", bent sideways and vertically 3 feet from end about $\frac{1}{2}$ ".
- One 21 feet rail, same as last one.
- One 21 feet rail, bent sideways and vertically about $\frac{1}{4}$ " at one end, twisted at half the length $\frac{1}{2}$ ".
- One rail, twisted $\frac{1}{2}$ ", bent sideways $\frac{1}{2}$ ", bent vertically $\frac{3}{8}$ ".
- One rail, bent sideways and vertically 2 feet from end $\frac{1}{2}$ ", and slightly twisted.
- One rail, bent sideways $\frac{1}{2}$ " 3 feet from one end, bent vertically $\frac{1}{4}$ " in same length.
- One rail, buckled in three places on the head $\frac{1}{8}$ ", bent vertically $\frac{1}{8}$ ", short buckle in the centre.
- One rail, bent sideways $\frac{1}{4}$ " ; vertically bent $\frac{1}{8}$ ".
- One rail, two short kinks bent $\frac{1}{4}$ ", slight vertical bend.
- One rail, bent vertically 4 or 5 feet from one end $\frac{3}{8}$ ".
- One rail, bent $\frac{1}{4}$ " sideways long bend, bent vertically $\frac{1}{4}$ " one-third from the end slight twist.
- One 18 feet rail, kink sideways $\frac{1}{2}$ " one-third from end ; slight buckle vertical, slight twist.
- One 18 feet rail, slightly bent sideways and vertical and twisted.
- One 21 feet rail, bent, short kink in centre $\frac{1}{8}$ " in the length, twisted.

JOHN STRUTH.
ALEX. BROWN.
JOHN RUSSELL.

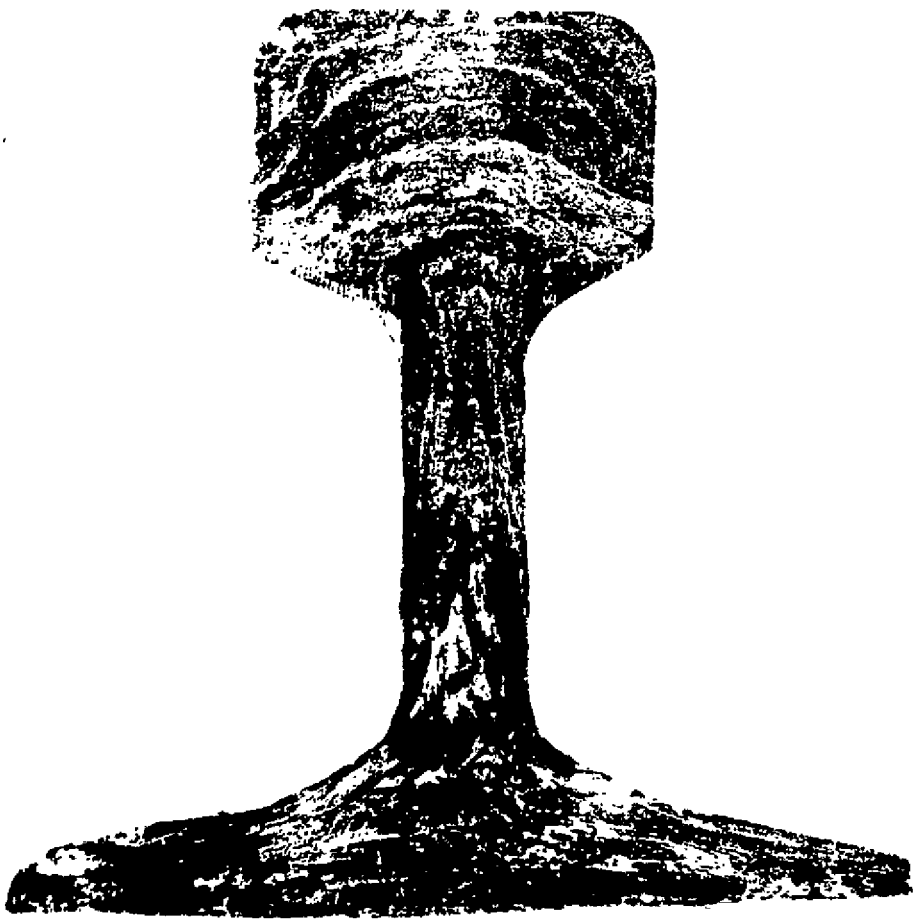
[Diagrams.]

Sydney: Thomas Richards, Government Printer.—1875.

{3s.]

Appendix, No.

Print taken from No. 5 New-Rail tested this
piece of rail was planed on top of head & sides to show
grain of iron, - see sample,

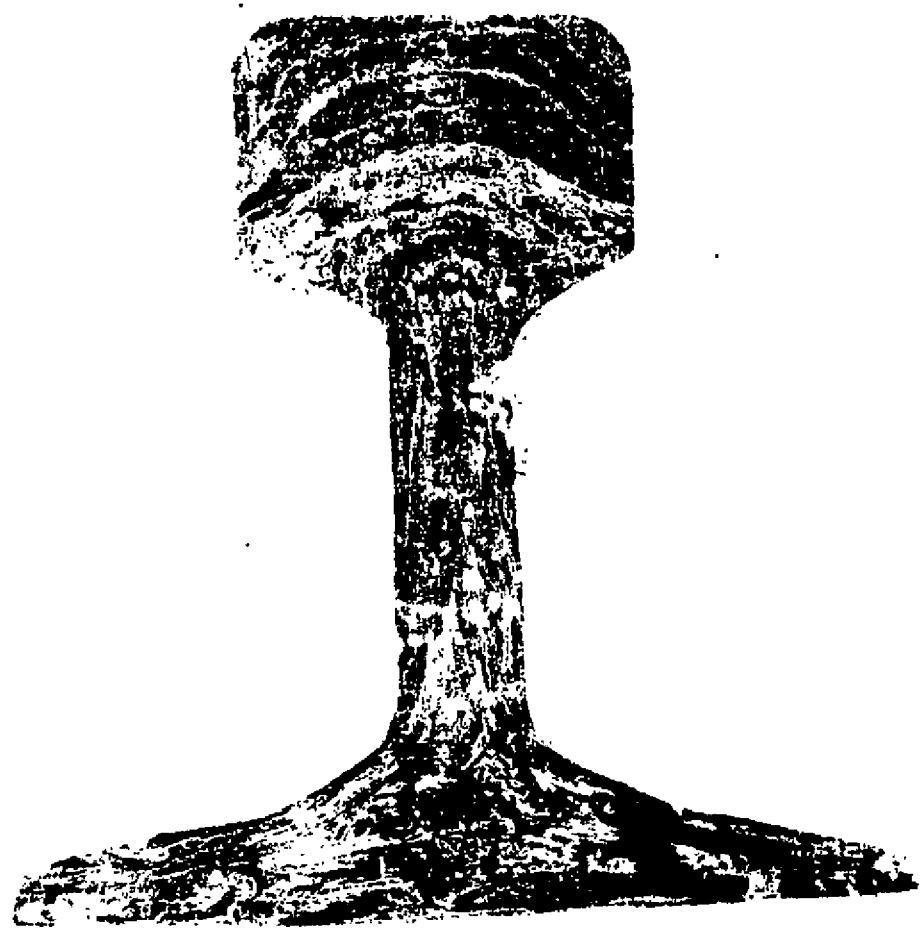


Sydney May 13th 1875

(Sig 330)

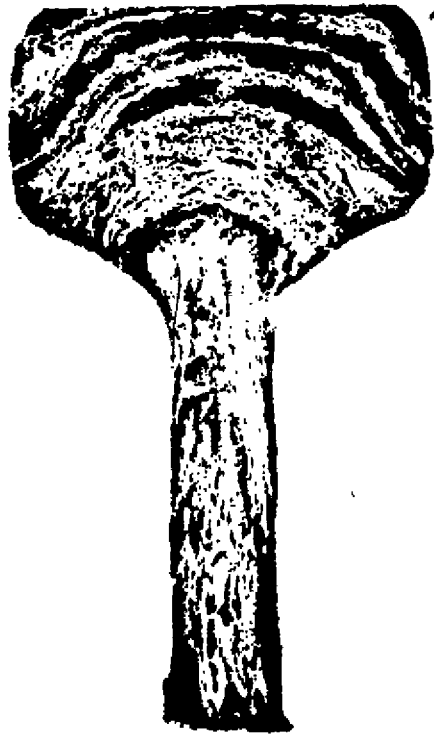
J. J.
A. B.
M. P.

Duplicate Print from No 5 Rail tested, this piece
of rail was planed on ins. of head & sides to show how
of wear - see sample -



Sydney, May 10th 1895

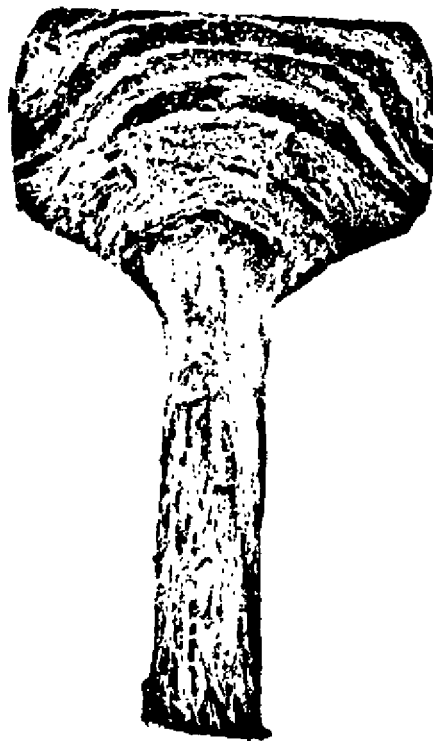
Print taken from head of No 6 new Rail tested,
this piece of Rail was planed on top of head, sides
& web to show grain of iron, see sample



Sydney May 13th 1875

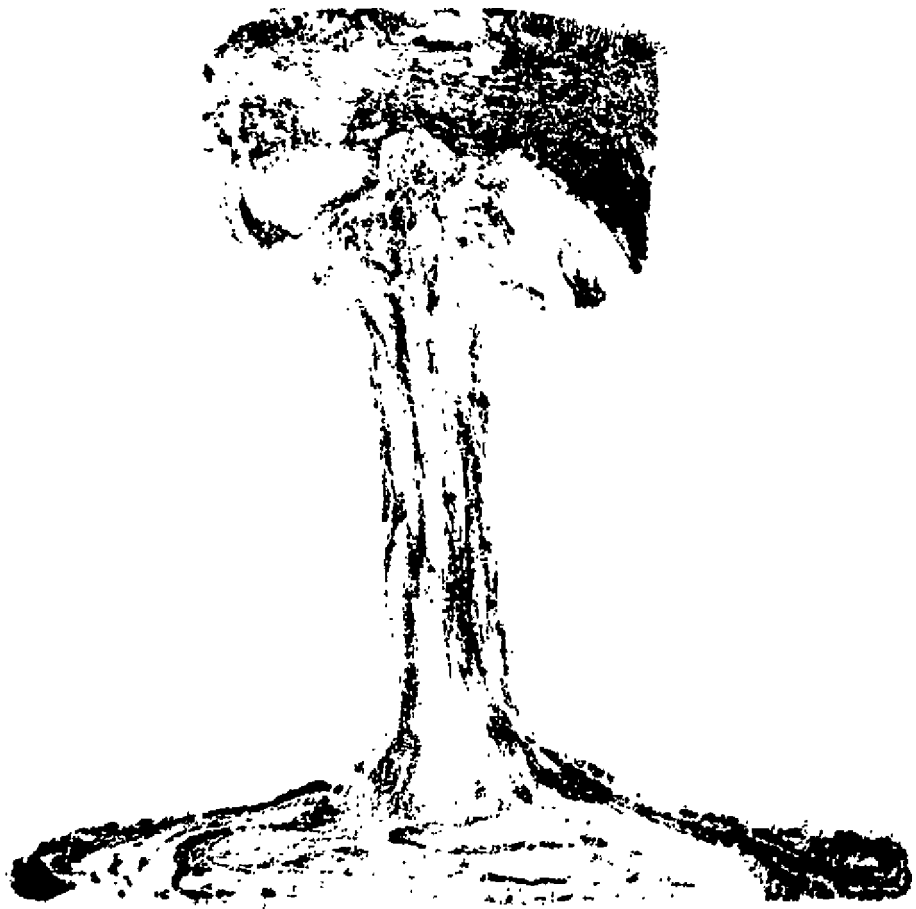
J. S.
W. H.

Duplicate Print taken from head of No. 6 Rail tested
this piece of Rail was planed on top of head & sides &
web to show grain of iron, see, ample



^{1/2}
Sydney May 13 1875

Plant taken from old Rail marked 160
recovered from Sydney Railway Station, as
referred to in Appendix I

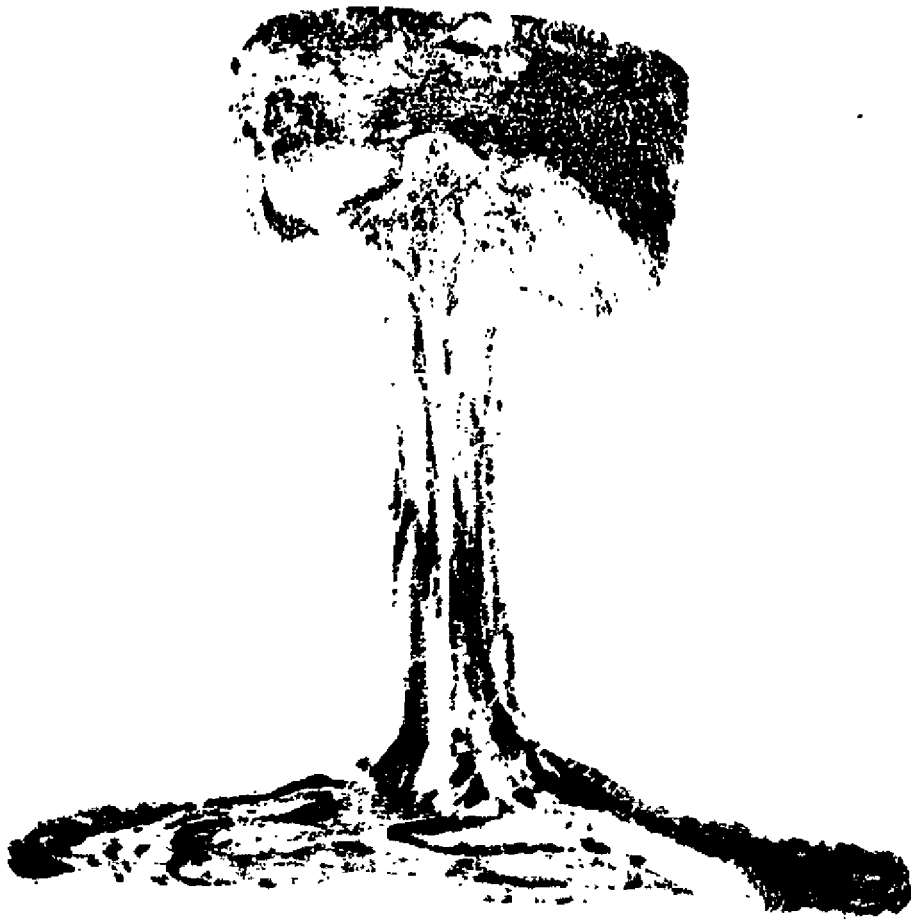


Sydney Mac 13th 1875

(-390)

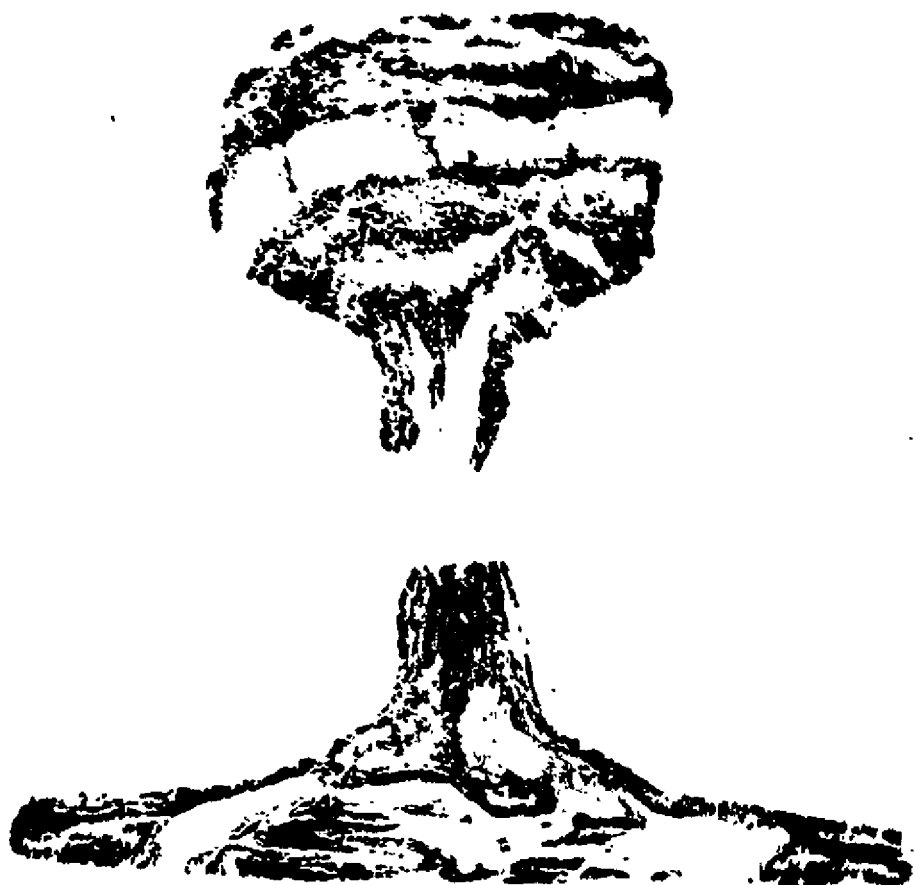
J. J.
A. J.
M. E.

Duplicate Print taken from old Rail market No 6
received from Sydney Railway Station, as referred
to in Appendix I



Sydney May 13th 1875

Print taken from old Acil marked 919, 8
received from Sydney Railway Station as referred
to in 4, under I



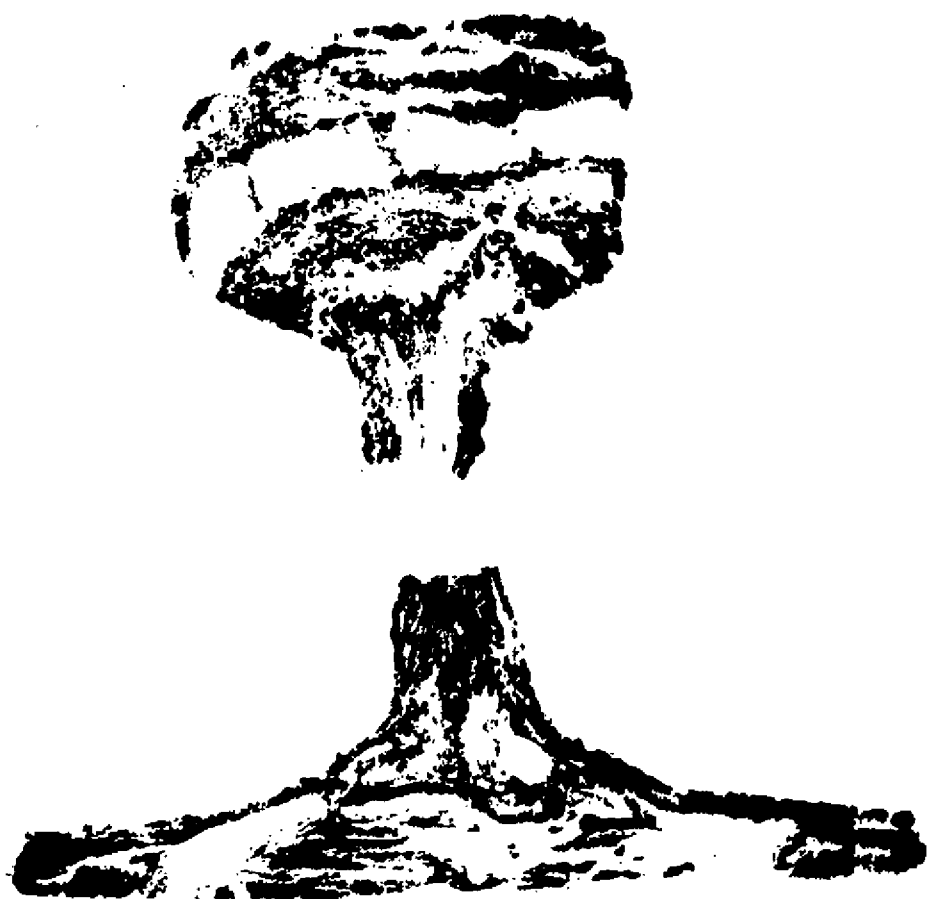
Sydney May 13/75

—

[Faint handwritten signature]

(Sta. 390)

Duplicate print taken from old Rail No. 8
received from Sydney Railway Station on referred
to in Appendix I



Sydney May 13th 1855

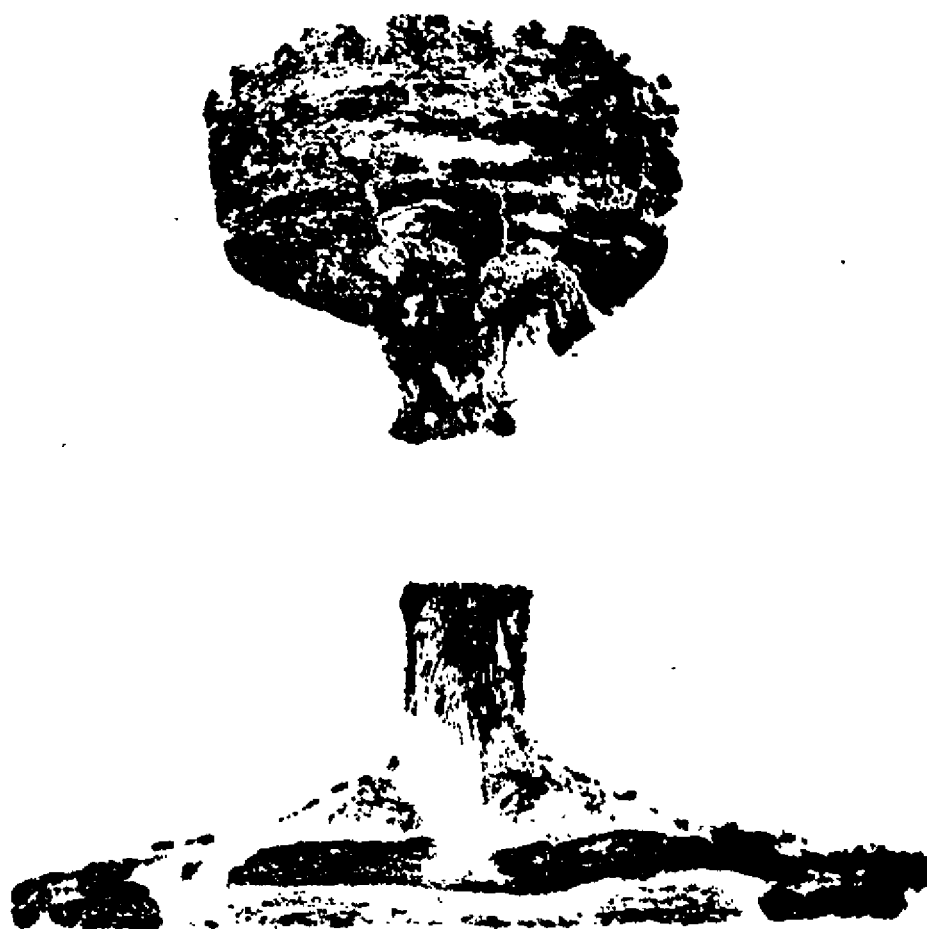
Print taken from old Rail marked IV. received
from Newcastle see sample, & referred to in
appendix J.



Sydney May 13/75

J. S.
A. B.
J. R.

Duplicate Print taken from old Rail marked IV received
from Newcastle, see sample & referred to in
Appendix J,

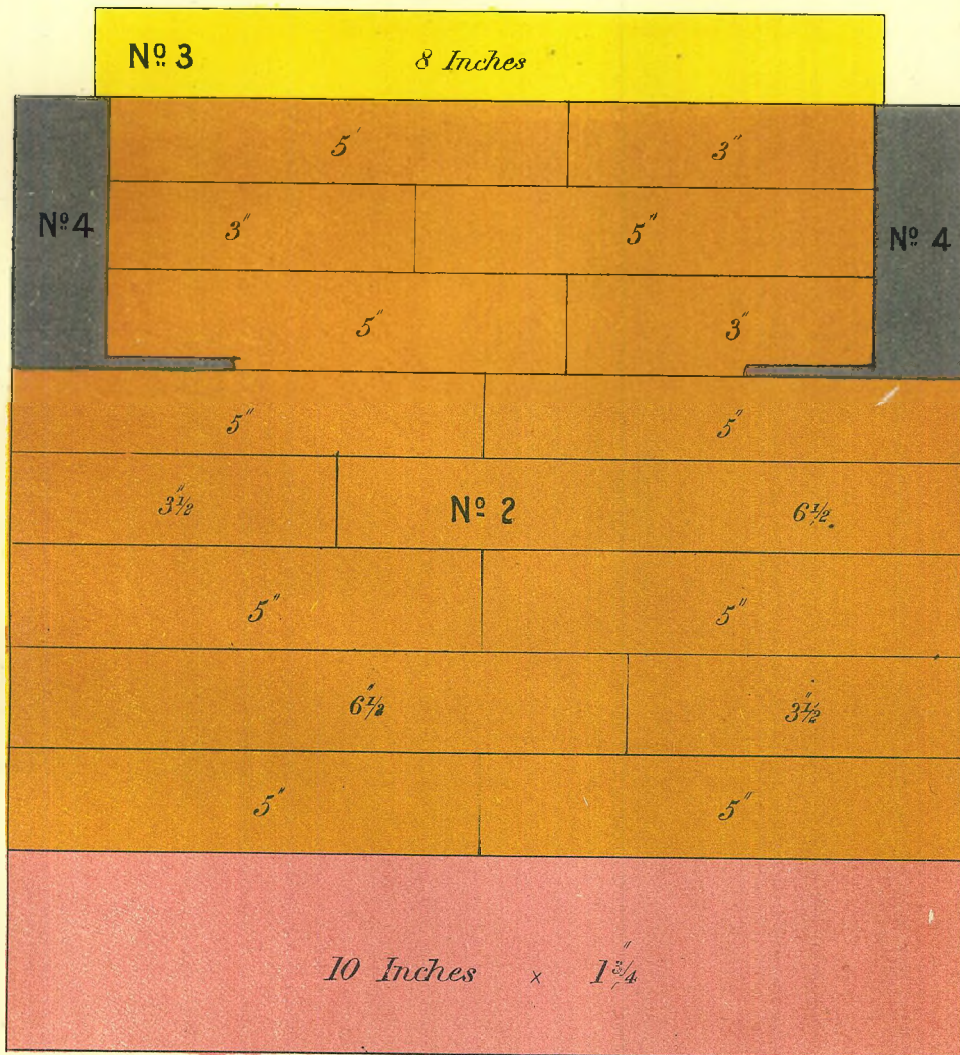


Dydney May 13th 1875

Separate Appendix N^o 1.

Copy of Tracing

Received with letter from Parkgate Iron Co., of
Dec^r 19/73.

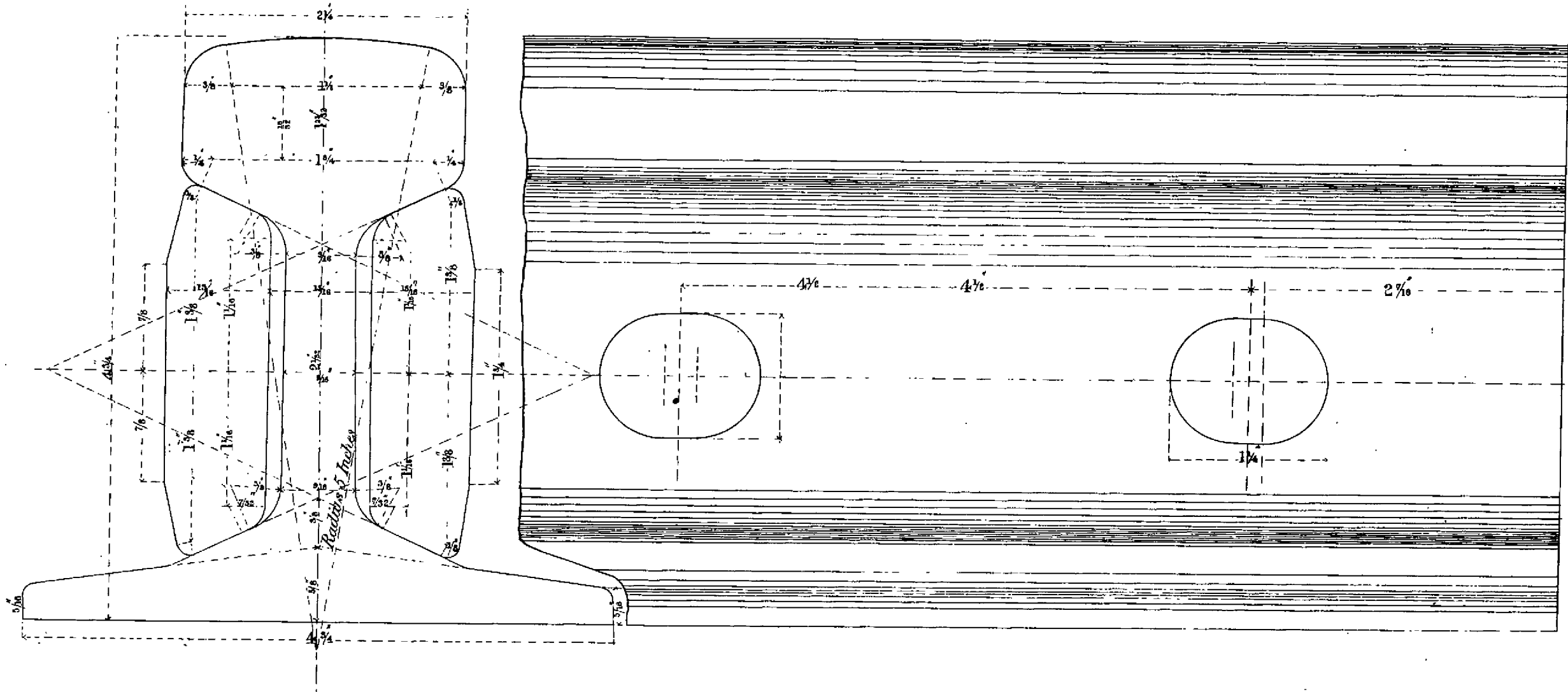


The Parkgate Iron Company, Limited,
Rotherham.

(Sig. 390)

18/12/73

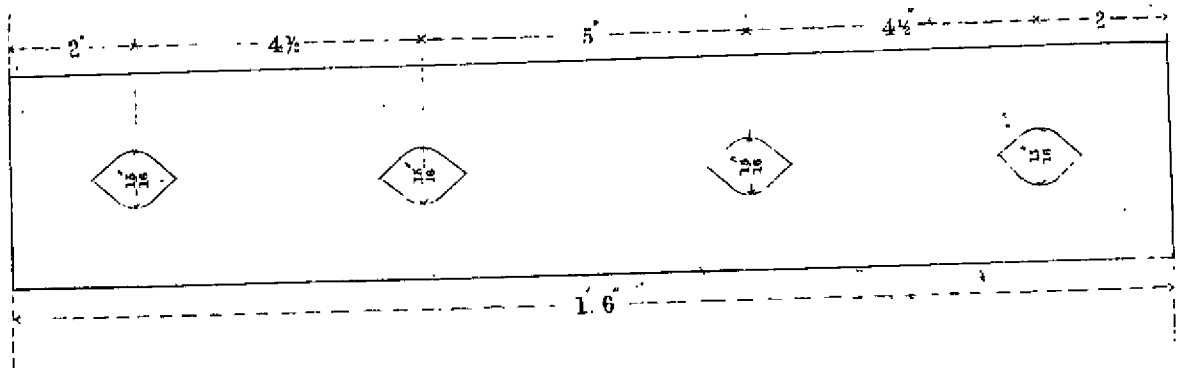
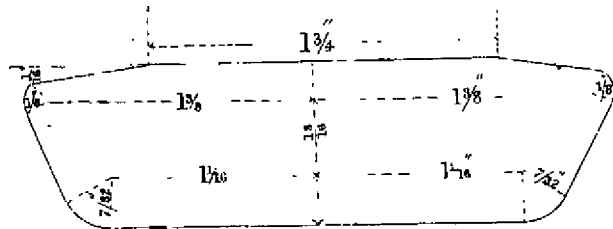
RAILS.



(Fig. 390)

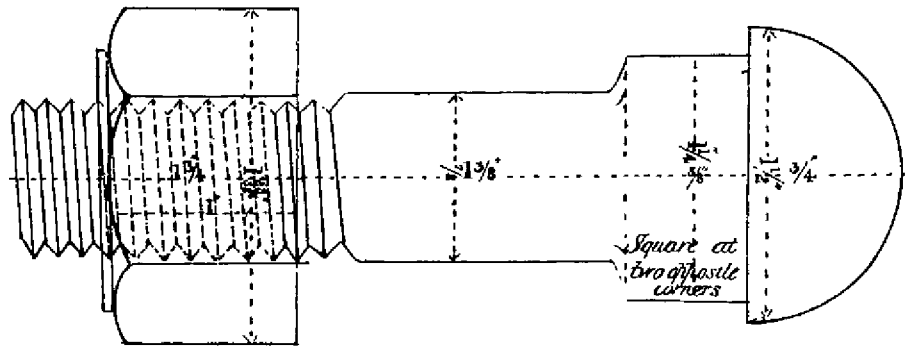
FISH PLATES.

Section.

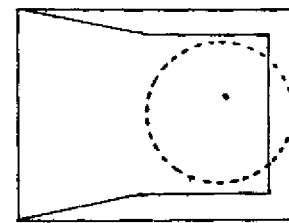
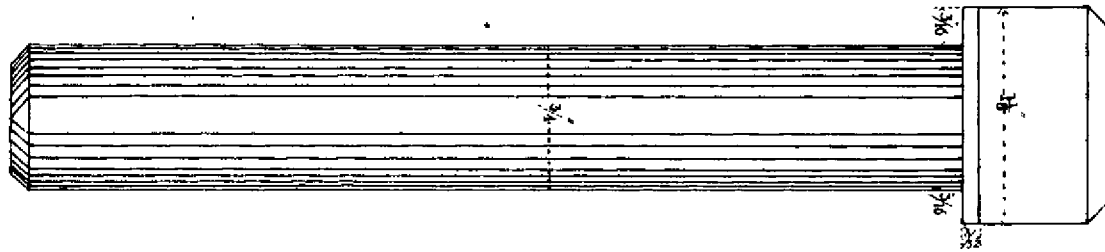
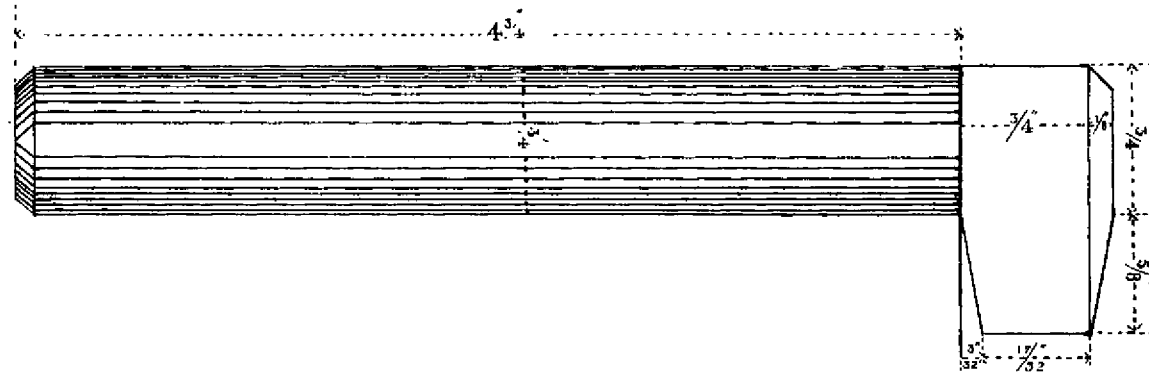
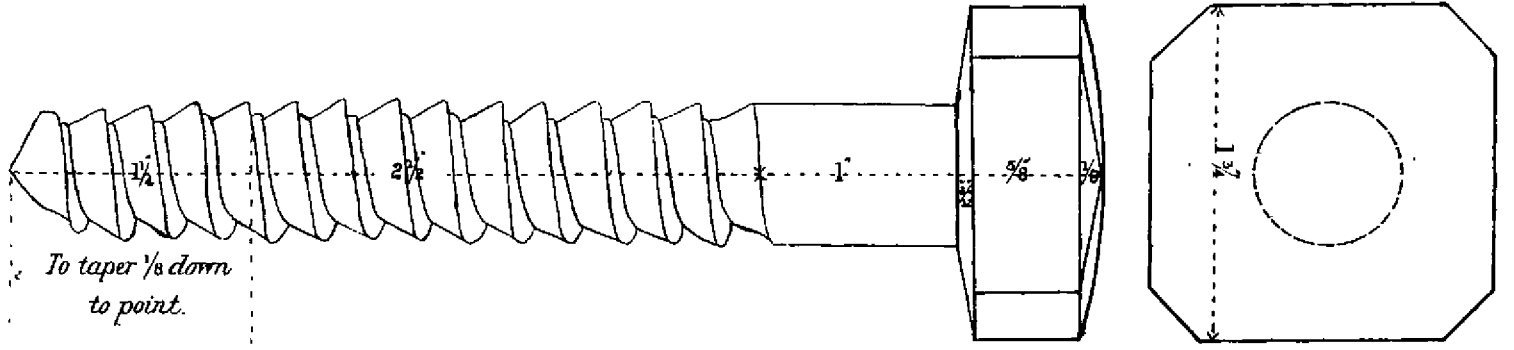


(Sig. 390)

BOLT AND NUT



WOOD SCREWS



SPIKES

Separate Appendix, N° 4.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RAILWAYS.

(PETITION OF EMPLOYÉS RESPECTING REDUCTION OF WAGES.)

Ordered by the Legislative Assembly to be printed, 16 June, 1875.

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

WE, the undersigned Employés on the Permanent Ways and Locomotive Departments of the Great Northern Railways, beg most respectfully to submit to your favourable consideration that, on February, 1871, our wages were reduced below the market value, and so remained until the 30th June and 30th September, 1872, respectively.

That the reductions then made were said to be only of a temporary nature, arising from a deficiency of the Revenue. The resources of the Country having now increased, your Petitioners earnestly pray that your Honorable House will give to your Petitioners such relief as you may deem meet.

And your Petitioners, as in duty bound, will ever pray.

Newcastle, 1st June, 1875.

[Here follow 118 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RAILWAYS.

(PETITION OF EMPLOYEES RESPECTING REDUCTION IN WAGES.)

Ordered by the Legislative Assembly to be printed, 22 June, 1875.

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

We, the undersigned employes on the Permanent Ways and Locomotive Department of the Southern and Western Railways, beg most respectfully to submit to your favourable consideration, that on February, 1871, our wages were reduced below the market value, and so remained until the 30th June and 30th September, 1872, respectively.

That the reduction then made was said to be only of a temporary nature, arising from a deficiency of the revenue; the resources of the country having now increased, your Petitioners earnestly pray that your Honorable House will give to your Petitioners such relief as you may deem meet.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 255 signatures.]

Sydney, 5th June, 1875.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

RAILWAY PLATFORMS.

(PETITIONS AND LETTERS FOR.)

Ordered by the Legislative Assembly to be printed, 21 June, 1875.

RETURN to an *Order* of the Honorable the Legislative Assembly of New South Wales, dated the 2nd June, 1875, That there be laid upon the Table of this House,—

“Copies of all Petitions and Letters for the erection of the Platform between Ashfield and Burwood Stations; also same information for the erection of a Platform on the Western Line opened for traffic about a week ago.”

(Mr. Driver, on behalf of Mr. Sutherland.)

SCHEDULE.

Platform between Ashfield and Burwood Stations.

NO.	PAGE.
1. Petition for erection of platform. October, 1868	2
2. Minute of Commissioner thereon. 24 October, 1868	2
3. Letter to Petitioners that road must be opened from the line of railway to the Liverpool Road. 26 October, 1868	2
4. Letter to Mr R. J. Want, asking for plan to show direction of the approach road. 3 November, 1868	3
5. Petition for erection of platform 1874	3
6. Letters to Lands Department, with reference to opening road to Liverpool Road. 11 May and 16 June, 1874	3
7. Letter from Lands Department in answer thereto. 30 June, 1874	4
8. Minute of Commissioner,—that platform will be erected if road to Liverpool Road is guaranteed. 10 July, 1874	4
9. Letter to Petitioners to above effect. 14 July, 1874	4
10. Letter from Petitioners to Surveyor General, with reference to guaranteeing the road. 20 July, 1874	4
11. Minute of Secretary for Public Works—platform to be erected. 26 August, 1874	7
12. Report of Engineer-in-Chief,—that platform is erected. 11 January, 1875	7
<i>“The Valley” Platform, G. W. R.</i>	
13. Letter from Hon. G. Eagar, applying for platform. 31 March, 1875	7
14. Reports of Traffic Manager and Engineer-in-Chief thereon. 29 April, 4 May, 1875	7
15. Commissioner’s Minute, granting erection of platform. 5 May, 1875	8
16. Letter from Commissioner to Hon. G. Eagar, informing him that platform will be erected. 6 May, 1875	8
17. Minute of Engineer-in-Chief, instructing Mr. Mason to have the work carried out. 10 May, 1875	8

RAILWAY PLATFORMS.

Platform between Ashfield and Burwood Stations.

No. 1.

PETITION FOR ERECTION OF PLATFORM.

To the Honorable James Byrnes, Secretary for Public Works and Commissioner for Railways of the Colony of New South Wales, &c., &c., &c.

The humble Petition of the owners and occupiers of land and houses situate and being between the Burwood and Ashfield Railway Stations,—

SHOWETH:—

That numerous houses for the purpose of residence have been erected by your Petitioners and others on the Cheltenham and adjoining estates to the north and south of the railway, between the Burwood and Ashfield Stations, extending on the north to Five Dock and the Parramatta River, and on the south to and beyond the Liverpool Road.

That in consequence of the great distance of the Ashfield and Burwood Stations from the residence of your Petitioners, your Petitioners are to a very great extent prevented from availing themselves of the railway to and from Sydney, and are compelled to travel by coach.

That an additional railway platform at the level crossing at the eastern boundary of the Cheltenham Estate would remove this inconvenience, and would enable your Petitioners to avail themselves of the railway.

That your Petitioners believe that such additional platform would be very largely made use of, and that very many persons who at present scarcely ever avail themselves of the railway would become season ticket holders, and that the passenger traffic of the railway would be very considerably augmented.

That your Petitioners believe that such additional platform would be a great inducement to extensive building operations being undertaken in its immediate neighbourhood, and that a daily increasing railway traffic would be produced thereby.

Your Petitioners, therefore, humbly pray that a railway station or platform intermediate between the present Ashfield and Burwood Stations may be formed for the accommodation of your Petitioners and the public in general.

And your Petitioners will ever pray, &c.

HENRY T. FOX,
R. J. WANT,
ROBT. FITZ STUBBS,
A. ELKINGTON,

and thirty other persons.

Traffic Manager to report the advisability or not.—J.B., 15/10/68.

I see no objection to this being done, if the applicants will pay the cost of building the platform.—E. OWEN, 23/10/68.

No. 2.

MINUTE OF COMMISSIONER FOR RAILWAYS.

I do not object; but the applicants must open the road through from the line of railway to the Liverpool Road for general traffic.

J.B., 24/10/68.

Public Works.—R.M., 26/10/68. Letter to R. J. Want and others.—26/10/68.

No. 3.

THE UNDER SECRETARY FOR PUBLIC WORKS TO THE PETITIONERS.

Department of Public Works,
Sydney, 26 October, 1868.

GENTLEMEN,

In reference to your petition representing the disadvantage as regards railway convenience which the residents on the Cheltenham and adjoining estates are subjected to, and praying that the evil may be remedied by the establishment of a platform for passengers on the Great Southern Line, between Ashfield and Burwood,—I am directed by the Honorable the Secretary for Public Works to inform you that there would be no objection to a compliance with your wishes in this respect, provided that those interested in the establishment of this platform will consent to open a road from the line of railway to the Liverpool Road for general traffic, and pay the expense of erecting the platform.

I have, &c.,

JOHN RAE.

The petitioners think that, as they are to be at the expense of opening and fencing the road for the convenience of the public, the Government should be at the expense of the platform.—J.R., 30/10/68.

Request petitioners to furnish a plan, showing the road to be dedicated to the public.—J.R., 30/10/68.

See plan attached.

No. 4.

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No. 4.

THE UNDER SECRETARY FOR PUBLIC WORKS to R. J. WANT, Esq.

Department of Public Works,
Sydney, 3 November, 1868.

Sir,

With reference to your personal representations in regard to the decision conveyed to you in my letter of the 26th ultimo, with respect to the terms upon which a passengers' railway platform could be established on the Great Southern Line between Ashfield and Burwood, I am directed by the Honorable the Secretary for Public Works to request that this department may be furnished with a plan, showing the direction of the approach road which those interested in the erection of this platform propose to dedicate to the public.

I have, &c.,
JOHN RAE.

No. 5.

PETITION FOR ERECTION OF PLATFORM.

The Honorable the Minister of Works for New South Wales.

WE, the undersigned owners of property, and others, for the most part residents of the locality lying between the Ashfield and Burwood Stations, humbly beg to draw your attention to the difficulty that is experienced by them in getting access to either of the above-mentioned stations, a portion of the land on either side of their residences being flooded in wet weather.

We would most respectfully submit that, if you would be pleased to erect a *platform* at the crossing between the Liverpool and Parramatta Roads, known as Edwin-street, and grant permission for trains *down* and *up* to call for passengers, it would be a great boon to a large number of residents, and would cause a considerable increase in casual travellers to the railway traffic, and having in view that land now unoccupied would be built upon without delay.

And your Petitioners, as in duty bound, will ever pray.

WILLIAM MADDOCK,
WILLIAM BILLERWELL,
PETER GRAHAM,
and fifty-three other persons.

Mr. Whitton, for report.—J.S., 27/4/74.

The distance between Ashfield and Burwood is about 2 miles. From previous papers I find that application for this station or platform was first made officially in October, 1868, when Mr. Secretary Byrnes made the following minute upon the petition:—"I do not object, but the applicants must open the road through from the line of railway to the Liverpool Road for general traffic." I do not know if this condition has been complied with.—J.W., 4/5/74.

Commissioner.—4/5/74. Ascertain if road opened.—J.R., 7/5/74. Write to Lands, through Public Works.—C.A.G., B.C., 8/5/74. Mr. Halligan. Lands.—11/5/74.

No. 6.

THE UNDER SECRETARY FOR PUBLIC WORKS to THE UNDER SECRETARY FOR LANDS.

Department of Public Works,
Sydney, 11 May, 1874.

Sir,

I am directed by the Secretary for Public Works to inform you that application has been made by persons resident upon the Cheltenham and adjoining estates for the establishment of a platform for their convenience on the Great Southern Railway between Ashfield and Burwood, and they have been informed that there would be no objection to a compliance with their wishes, provided they would consent to open up a road from the line of railway to the Liverpool Road for general traffic, and pay the expenses of erecting the platform; and although this action took place during the advent of a former Administration, namely, in October, 1868, no official knowledge exists in this department as to whether any steps have since been taken in the matter, and Mr. Secretary Sutherland directs me to request that you will inform me what progress has been made towards the opening up of the road referred to.

I have, &c.,
JOHN RAE.

THE UNDER SECRETARY FOR PUBLIC WORKS to THE UNDER SECRETARY FOR LANDS.

Department of Public Works,
Sydney, 16 June, 1874.

Sir,

I am directed by the Secretary for Public Works to invite your attention to my letter of the 11th ultimo, requesting to know what steps have been taken towards opening up a road between Ashfield and Burwood from the line of railway to the Liverpool Road, and to remind you that I remain without reply.

I have, &c.,
GERALD HALLIGAN,
(For the U.S.)

No. 7.

No. 7.

THE UNDER SECRETARY FOR LANDS TO THE UNDER SECRETARY FOR PUBLIC WORKS.

Department for Lands,
Sydney, 30 June, 1874.

SIR,

I am directed to acknowledge the receipt of your letter of the 11th ultimo, respecting an application made by certain residents upon the Cheltenham Estate and adjoining lands for the establishment of a platform at the Great Southern Railway between Ashfield and Burwood, on which they were informed that there would be no objection to a compliance with their wishes on certain conditions.

2. I am to inform you that nothing is known in this department of the transaction alluded to, nor does it appear that any application has been received.

I have, &c.,
W. W. STEPHEN.

Railways.—J.R., B.C., 2/7/74.

No. 8.

MINUTE OF COMMISSIONER.

It is suggested that Petitioners should be informed that, in terms of the decision arrived at in October, 1868, there will be no objection to the erection of a platform between Ashfield and Burwood, provided that those interested will guarantee a road from the line of railway to the Liverpool Road for general traffic.—C.A.G.—6/7/74.

Approved, if road be opened on opposite side of railway.—J.R., 10/7/74.
Messrs. Wm. Maddock and Petitioners informed.—10/7/74.

No. 9.

THE COMMISSIONER FOR RAILWAYS TO THE PETITIONERS.

Department of Public Works,
Railway Branch,
Sydney, 14 July, 1874.

GENTLEMEN,

I have the honor to acknowledge the receipt of your petition, signed by certain residents upon the Cheltenham Estate and adjoining lands, for a platform to be erected at the crossing between the Liverpool and Parramatta Roads, known as Edwin-street, and to inform you that, in terms of the decision arrived at in October, 1868, there will be no objection to the erection of a platform between Ashfield and Burwood, provided that those interested will guarantee a road from the line of railway to the Liverpool Road, and also a road on the opposite side of the line.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

No. 10.

THE PETITIONERS TO THE SURVEYOR GENERAL.

West End, Ashfield,
20 July, 1874.

SIR,

We have the honor to bring under your notice that a letter has been received by us from the Commissioner for Railways, wherein he states that, in reply to a petition from the residents of this place, the Honorable the Minister for Works grants the erection of a platform at a crossing on the railway line known as Edwin-street, in the borough of Ashfield, provided we, the undersigned, can guarantee the Honorable the Minister that roads run from the railway line towards the Liverpool and Parramatta Roads. After careful inquiry in your office and elsewhere, we find,—

- 1st. That a street known as Edwin-street runs from the proposed site of the platform to the Liverpool Road, and the same street on the opposite side runs into Elizabeth-street West; thence by way of Underwood and Alt Streets into the Parramatta Road.
- 2nd. That these streets have the alignment pegs fixed by a licensed surveyor.
- 3rd. That the streets above-named have been used by the public for more than twenty (20) years past, and that property has been bought and sold and described by the foregoing names, and to be found in the Registrar General's Office.
- 4th. That the streets in the borough of Ashfield have been dedicated for the use of the public, and that Edwin, Elizabeth, Underwood, and Alt Streets, are named in the list so dedicated, and your correspondents have paid the borough rates for property situated in those streets.

We would therefore request that you will be pleased to submit these facts and the true position of your correspondents with the Honorable the Minister for Works, so as to enable the Minister to proceed with the erection of the platform with as little delay as possible. We would mention that a considerable value in landed property lies idle awaiting the erection of the platform, which property would in all probability be built upon without delay, and as a result settle a railway travelling population thereon.

We

We herewith attach a sketch of the streets connected with the intended platform to be erected in Edwin-street.

Will the Surveyor General be kind enough to finish this matter at once.

We are, &c.,
 PETER GRAHAM,
 Underwood-street.
 W. MARSHALL,
 Underwood-street.
 WILLIAM H. HOSKINGS,
 West End.
 W. BILLERWELL,
 West End.

Will the Commissioner for Railways be kind enough to inform the subscribers to the accompanying letter (dated 20th July, 1874), if the guarantee is satisfactory.

W. MARSHALL,
 Underwood-street.
 PETER GRAHAM,
 Underwood-street.

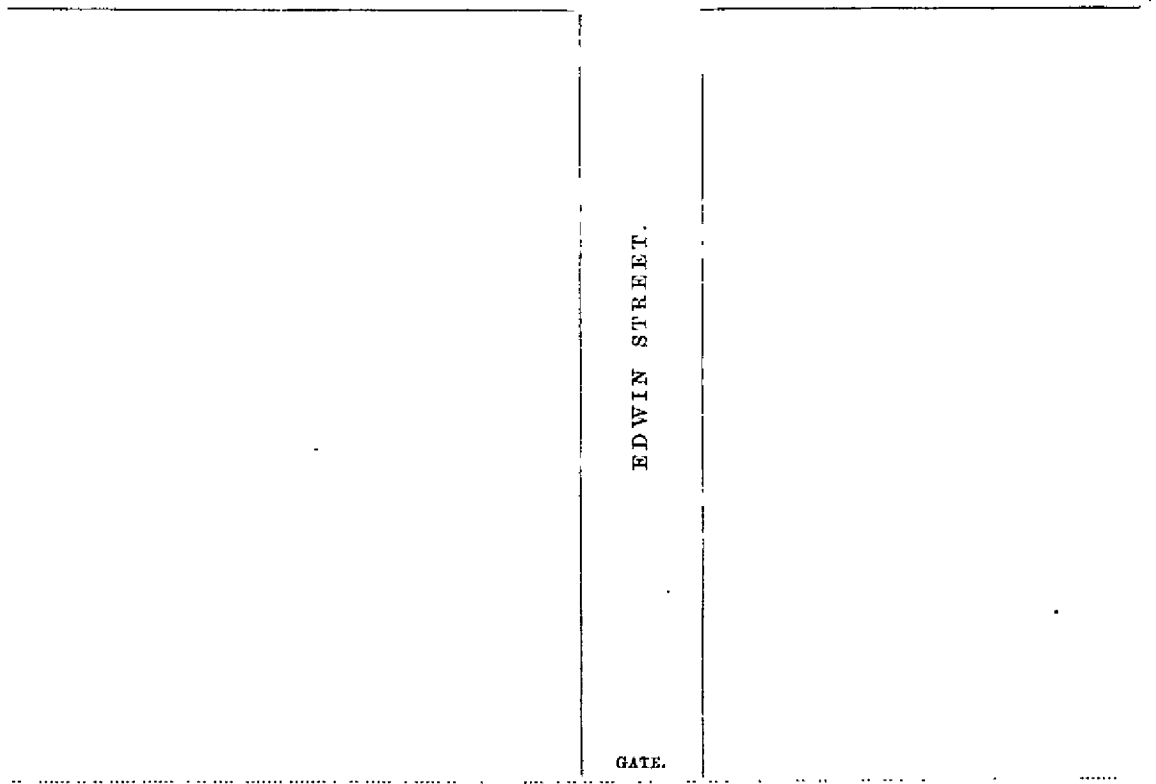
Ashfield, 20/7/74.

It is recommended that the Honorable the Minister for Works be informed that the streets referred to, namely,—Edwin-street, Elizabeth-street, Underwood-street, and Alt-street, have been in use by the public, and that steps are being taken towards their proclamation and alignment.

ROBT. D. FITZGERALD,
 (For the Surveyor General),
 22 July, 1874.

Under Secretary for Public Works, B.C., 29 July, 1874.—W.W.S.
 Railways, with reference to previous papers, B.C., 30/7/74.—G.H.

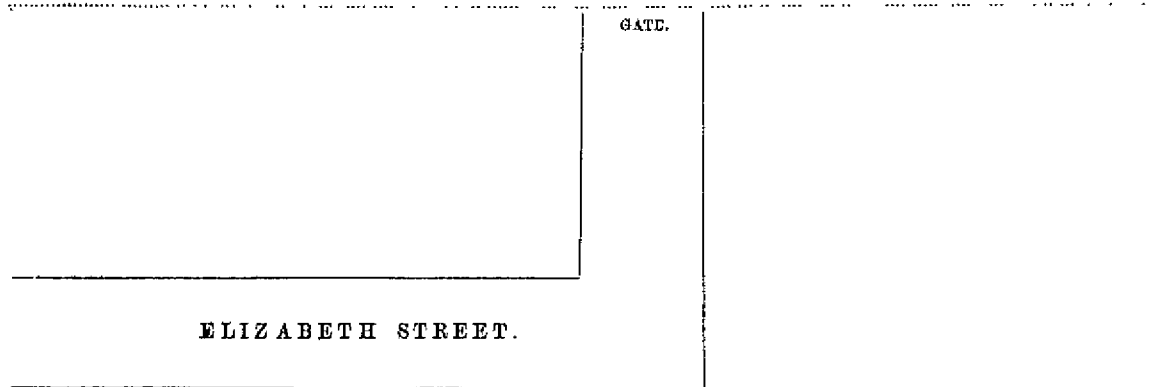
LIVERPOOL ROAD.



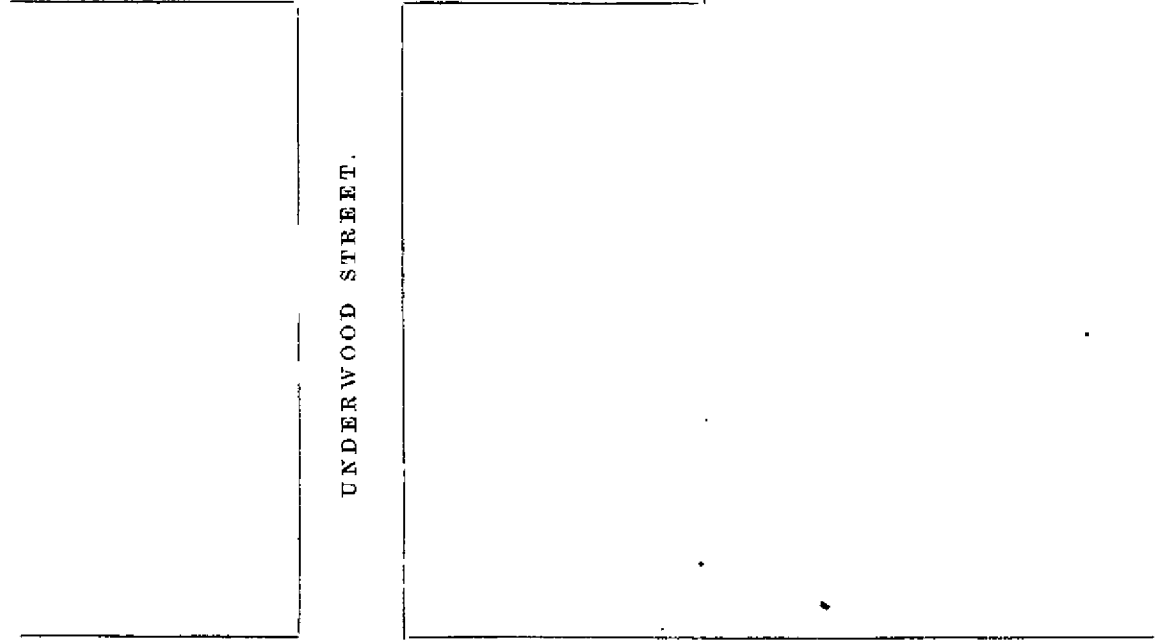
RAILWAY—*From Ashfield.*

PLATFORM.

To Burwood.



ELIZABETH STREET.



PARRAMATTA ROAD

No. 11.

MINUTE OF SECRETARY FOR PUBLIC WORKS.

INFORM that a platform will be erected as requested, and direct Mr. Whitton to have it erected as soon as possible.—J.S., 26/8/74.

GOVERNMENT RAILWAYS.—MINUTE PAPER.

Platform, Edwin-street, Ashfield.

Mr. Whitton to carry out—see minute within.—J.R., 27/8/74.

Inform Petitioners. Wm. Maddock and Petitioners informed.—28/8/74.

Of course two platforms will have to be erected, and instead of being opposite to each other, it would be more convenient to place one on each side of the level crossing which I believe there is at this place.—Brick walls in front to both platforms.—J.W., 2/9/74.

Mr. Mason.—Cost to be charged to Working Expenses, Schedule G. To be returned.

Noted and returned.—W.M., 3/9/74. Commissioner.—J.W., per W.H.Q., 5/9/74. Traffic Manager to see.—C.A.G., B.C., 8/9/74. Seen.—D.V., 15/9/74.

No. 12.

REPORT OF ENGINEER-IN-CHIEF.

Government Railways,
Engineer-in-Chief's Branch,
7 January, 1875.

Memorandum to Engineer-in-Chief.

The platforms at Edwin-street, Ashfield, are now completed and ready for use. I have given notice of this to the Traffic Department.

W. MASON.

Commissioner.—J.W., per W.H.Q., 14/1/75. Seen.—J.R., 27/1/75.

"The Valley" Platform, G. W. R.

No. 13.

THE HON. G. EAGAR TO THE COMMISSIONER FOR RAILWAYS.

Sydney, 31 March, 1875.

SIR,

I do myself the honor to submit for your favourable consideration my request that a platform may be erected at or as near as may be convenient to No. 5 gate-house, Fitzgerald's Valley, Great Western Line.

My reasons for making this request are as follows :—

1. I have purchased and improved an old property in this neighbourhood (untenanted for years), at an outlay of six hundred pounds, and as the pioneer of settlement in the locality I think I am fairly entitled to consideration.
2. The land at this part of the line is of excellent quality and well grassed; the distance from town (as computed by time) moderate, and such as would suit city men; and I have reason to believe that, if the concession asked for were granted, persons desirous of a residence in the mountains would settle here.
3. A portion of the land in the neighbourhood is Government property, which would become more valuable by increased railway facilities.
4. The site being particularly eligible for a sanatorium, I contemplate erecting on a portion of my land immediately adjacent to the proposed platform several cottages for invalids or persons desirous of enjoying the mountain air. From these and my own residence additional traffic, passenger and otherwise, would accrue to the line.

I have, &c.,
G. EAGAR.

Traffic Manager, for report.—J.R., B.C., 31/3/75.

No. 14.

REPORTS OF TRAFFIC MANAGER AND ENGINEER-IN-CHIEF.

I HAVE had to delay this paper to afford time to make necessary inquiries and allow of an opportunity to consult the Engineer-in-Chief. The latter I have been unable to accomplish. I am myself against the unnecessary multiplication of platforms; at the same time I would not discourage any movement in the direction of settlement on this comparatively unproductive tract of country.

The spot referred to by Mr. Eagar is just at the 46 mile post, and one mile only distant from the Springwood platform. There is no population in the immediate neighbourhood, nor likely to be I think for some time to come. If granted, therefore, it would be a private platform, and should be erected at applicant's expense I think.

As these platforms increase in number, we shall be obliged to set apart certain days for calling at some, and other days for calling (if required) at the rest.

The gradient at the spot referred to is I think 1 in 66 on down journey.

D.V., 29/4/75.

Mr.

Mr. Whitton, for report, As the land around Springwood is well adapted for summer residences, I think a platform near the No. 5 gate-house might be an inducement to parties to build in that locality.

J.R., 1/5/75.

This can hardly be called a private platform, as it is proposed by Mr. Eagar to have it erected at the crossing of the Main Western Road, where access can at all times be had by the public.

The incline is 1 in 66; the platform at Buss's is on an incline of 1 in 40; considering that two platforms have already been erected where there is only one house in the neighbourhood of each platform, I do not see on what ground this application can be refused. The "multiplication" of platforms is certainly objectionable, but as there are gatekeepers both at Springwood platform and at the one now proposed, the trains will only have to stop when signalled.

The Commissioner.

J.W., 4/5/75.

No. 15.

COMMISSIONER'S MINUTE.

UNDER these circumstances I recommend that the application be granted.—J.R., 5/5/75.

Approved.—J.L., 5/5/75. Mr. Whitton to carry out.—J.R., 5/5/75. Inform Mr. Eagar.—5/5/75.
Mr. Eagar informed.—6/5/75.

No. 16.

THE COMMISSIONER FOR RAILWAYS TO THE HON. G. EAGAR.

Department of Public Works,
Railway Branch,
Sydney, 6 May, 1875.

SIR,

I have the honor to acknowledge the receipt of your letter of the 31st March last, applying for a platform near No. 5 gate-house, Fitzgerald's Valley, Great Western Railway, and to inform you that, under the special circumstances referred to in your letter, the Honorable the Minister for Public Works has been pleased to comply with your request, and the necessary instructions have been given to have the work carried out.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

No. 17.

MINUTE OF ENGINEER-IN-CHIEF.

Department of Public Works,
Railway Branch,
Engineer's Office.

Subject :—"The Valley" Platform, G. W. R.

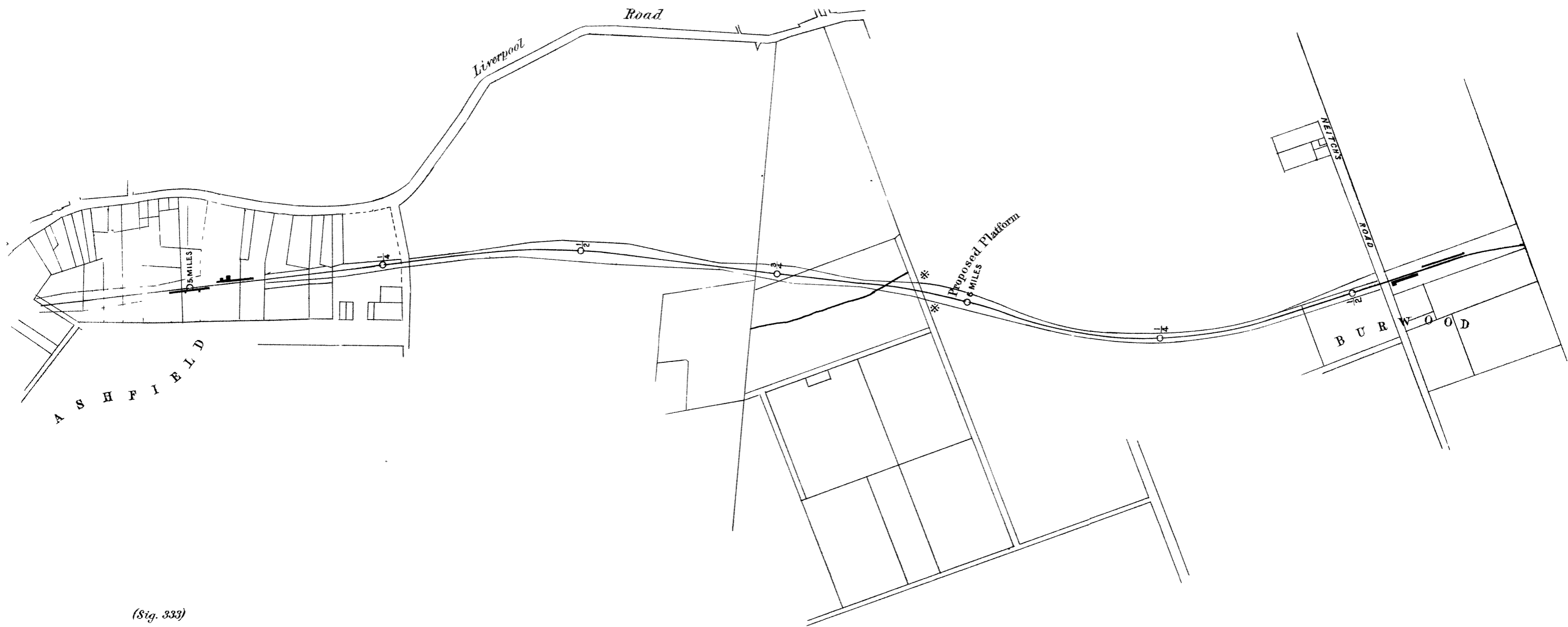
A PLATFORM to be erected on the Western Line, where the Main Western Road crosses the railway at about 46 miles. This platform to be on the right-hand side of the line, and on the far side of the road or *that* side nearest to Springwood. A hand-gate should also be provided on the same side of the road, and joining up to the crossing-gate. The work to be put in hand immediately, and cost charged to Working Expenses, Schedule G.

J.W., 10/5/75.

Mr. Mason.—To be returned.

Will be carried out as early as possible.—W.M., 11/5/75. Engineer-in-Chief.

[Plan.]



(Sig. 333)

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF LIQUORS AT RAILWAY STATIONS.

(CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be printed, 13 April, 1875.

RETURN to an *Order* of the Honorable the Legislative Assembly of New South Wales, dated the 1st April, 1875, That there be laid upon the Table of this House,—

“Copies of all Letters and Correspondence between the Railway Department and the Inspector General of Police, referring to the sale of Liquors at the Sydney Railway Station, together with the opinion of the Crown Law Officers, and all Papers on the subject.”

(Mr. Davies.)

SCHEDULE.

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1. Traffic Manager, stating that Mr. Castner has inquired if he will be allowed to procure ale, &c. 16 May, 1874	2
2. Commissioner's minute, that Crown Solicitor be asked to advise thereon. 19 May, 1874	2
3. Crown Solicitor's opinion thereon. 20 May, 1874	2
4. Mr. Castner's letter to Commissioner for Railways, asking if there is any objection for him to sell beer, wine, and spirits. 29 June, 1874	2
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11. Letter from Mr. John Davies, M.L.A., to Commissioner for Railways, asking for copies of all correspondence in this case. 11 March, 1875.....	4
12. Letter from Commissioner for Railways to Mr. John Davies, M.L.A., stating that Mr. Davies can peruse the papers, but that it is unusual to part with such documents. 13 March, 1875	4

SALE OF LIQUORS AT RAILWAY STATIONS.

No. 1.

THE TRAFFIC MANAGER TO THE COMMISSIONER FOR RAILWAYS.

MR. CASTNER, the lessee of refreshment rooms, has called upon me and inquired whether he will be allowed to procure ale, &c., for gentlemen who have on several occasions demanded it, and made a great fuss about any difficulty in getting it. D.V., 16/5/74.

It is a matter in which I think we must be careful how we act.

No. 2.

MINUTE OF THE COMMISSIONER FOR RAILWAYS.

IF at the request of any traveller Mr. Castner consents to purchase for him at the public-house a bottle of beer, or indeed anything he requires, first obtaining the money, and charging him no more than he pays himself to the publican, I do not think that any infringement of the Licensing Act will be involved in such action.

The Crown Solicitor may be asked to advise.—C.A.G., *pro* Commissioner, B.C., 19/5/74.

No. 3.

THE CROWN SOLICITOR TO THE COMMISSIONER FOR RAILWAYS.

Crown Solicitor's Office,
Sydney, 20 May, 1874.

SIR,

I have the honor to return the accompanying minute paper as to Mr. Castner's application to be allowed to procure ale, &c., at the Railway refreshment rooms, and to state that if the person requiring ale, &c., gives the money for its purchase to Mr. Castner, or to his servant, and he acts simply as a messenger, purchasing the ale at a licensed house with the money so handed to him, and at once delivering it to the person from whom he received the money, a breach of the "Sale of Liquors Licensing Act of 1862" will *not* have been committed.

I think I should mention that I am aware from the evidence appearing in cases of selling liquor without a license, that the usual defence is that the liquor sold has been procured by the person charged with the offence in the manner above mentioned, and it will be very difficult if such a practice is sanctioned by you to prevent the lessee of the refreshment rooms, if he should think fit so to do, evading the terms of his lease by ostensibly receiving money for the purchase of liquor at one or other of the licensed houses near to the station, and in fact supplying it himself.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

Traffic Manager,—This is a matter that must rest with Mr. Castner. He requires no sanction, and I should not feel inclined to interfere.—J.R., 8/6/74. Noted,—D.V., 12/6/74. To Commissioner.

No. 4.

MR. J. L. CASTNER TO THE COMMISSIONER FOR RAILWAYS.

Sydney, 29 June, 1874.

SIR,

There is constant complaint made in the refreshment room that beer and spirits are not supplied to the travelling public, and I am desirous of meeting this difficulty in some way, if possible, as the trouble given and the time occupied in explaining the reasons why it cannot be sold, and the importunities to get it, as well as the abuse received, are becoming very annoying, besides a loss. I will be thankful if you would be good enough to inform me if you have any objections to beer, wine, and spirits being sold to *bonâ fide* travellers at the refreshment room? It is almost an every-day occurrence for passengers to come in the room and borrow glasses to drink the spirits they bring with them; and they drink in larger quantities than they would if it were obtainable at the refreshment room as required.

Beer and spirits are sold at the Victorian and Queensland railways, as well as on nearly all the English and Continental railways.

I have, &c.,
JOHN L. CASTNER.

Traffic Manager, for report.—J.R., 8/7/74.

I am aware the public complain at not being able to procure wines, &c. The only way in which it can be done will be for Mr. Castner to take out a license to sell; or, if he has one, to get it *extended* to the stations; and I presume it is to this he refers when he applies to know if the Commissioner has any objection.—D.V., 11/7/74.

I have no objection to Mr. Castner selling beer and wine on the premises if he can do so legally.—J.R., 18/7/74.

Inform Mr. Castner.—21/7/74. Traffic Manager to see.—C.A.G., 27/7/74, B.C. Seen.—D.V., 28/7/74. The Secretary.

No. 5.

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No. 5.

THE COMMISSIONER FOR RAILWAYS TO MR. J. L. CASTNER.

Department of Public Works,
Railway Branch, Sydney, 21 July, 1874.

SIR,

In reply to your letter of the 29th ultimo, asking whether I have any objection to your selling beer, wine, and spirits at the refreshment rooms leased by you, I have the honor to inform you that I have no objection, provided that you can do so legally.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

No. 6.

MR. SUPERINTENDENT READ TO THE INSPECTOR GENERAL OF POLICE.

Superintendent's Office,
Sydney, 28 December, 1874.

MEMO.—Will the Inspector General be good enough to say whether he thinks it desirable that the police should oppose this application?

GEORGE READ,
Supt. of Police.

Referred to the Commissioner for Railways for his observations.

The police would oppose the granting of the license, as the premises do not contain the accommodation required by the Publicans' Act, 25 Vict. No. 14, sec. 33. I should be glad of a copy of the permission granted by the Commissioner, if any.—EDMUND FOSBERY, I.G.P.

B.C., Commissioner for Railways, 28th Dec., 1874.—Immediate.

No. 7.

GOVERNMENT RAILWAYS—MINUTE PAPER.

INSPECTOR General of Police, inquiring whether the Commissioner is desirous that the police should oppose, under the Licensing Act, the application of Mr. Castner for a license to sell at refreshment stations, and asking for copy of the Commissioner's authority, if any, for Mr. Castner to sell.

Papers returned to the Inspector General with the following minute:—

"Copy of letter, authorizing Mr. Castner to sell at refreshment stations herewith. It may be mentioned for the consideration of the Justices that it is quite improbable that the railway requirements would admit of buildings being erected at refreshment stations to admit of the applicant for a license complying with the condition as to number of rooms, &c. The case might be considered an exceptional one."

C.A.G.,
pro Commissioner, 28/12/74.

No. 8.

MR. SUB-INSPECTOR TAYLOR TO MR. SUPERINTENDENT READ.

No. 2 Subdivision,
9 February, 1875.

Re-application of Mr. J. L. Castner for a publican's license for the refreshment rooms at the Redfern Railway terminus.

SIR,

I have the honor to report for your information that a license to retail fermented and spirituous liquors was this day granted to Mr. Castner. The presiding Justices, who were apparently unanimous, were Messrs. Josephson, Smart, Wynne, Guy, Penfold, and Holbrow.

JOHN TAYLOR,
Sub-Inspector.

No. 9.

GOVERNMENT RAILWAYS—MINUTE PAPER.

MR. CASTNER, the lessee of the refreshment rooms, having obtained the Commissioner's sanction in pursuance of the Act, to sell wines, beers, and spirits on the Railway premises, has since obtained a license to sell, and he is now legally entitled to do so.

The license however would be of no avail to him if the Commissioner were to withdraw his sanction, and I recommend that Mr. Castner be given notice that if he knowingly sells or gives any drink to any of the railway servants such sanction will be at once withdrawn.

A general order should also be issued forbidding any railway servant entering the refreshment rooms under pain of fine or dismissal.

The reason for this step is obvious—all the English Railway rule books contain a similar prohibition.

C.A.G., 15/2/75.
Approved.—

Approved.—J.R., 15/2/75. Mr. Castner informed.—15/2/75. Traffic Manager to issue general order.—C.A.G., 16/2/75, B.C. To be ret'd. Noted.—D.V., 16/2/75. The Secretary,—Will Mr. Whitton give directions for similar instructions to be given to the Locomotive and Permanent Way Branches, especially engine drivers and firemen.—C.A.G., 18/2/75. Mr. Scott.—W.H.Q., 19/2/75. General order issued.—J.C., 20/2/75. W.S., 22/2/75. Mr. Mason.—W.H.Q., 22/2/75. Will give notice accordingly.—W.M., 23/2/75. Commissioner.—J.W., *pro* W.H.Q., 24/2/75.

No. 10.

THE COMMISSIONER FOR RAILWAYS to MR. J. L. CASTNER.

Department of Public Works,
Railway Branch,
Sydney, 15 February, 1875.

SIR,

My permission having been given for you to sell, in pursuance of the Act, wines, beers, and spirits, on the railway premises, and as you now have obtained a license for this purpose, I have to give you notice that if you knowingly sell or give any drink to any of the railway servants, the permission which has been granted you to sell such wines, spirits, &c., on the railway premises, will be at once withdrawn.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

No. 11.

JOHN DAVIES, Esq., M.P., to THE COMMISSIONER FOR RAILWAYS.

London Terrace, Bourke-street,
Surry Hills, 11 March, 1875.

DEAR SIR,

Will you kindly send me copies of all correspondence between your office and the Inspector General of Police, with copy of permission granted to Mr. Castner to sell spirituous liquors at the Railway station?

I am, &c.,
JOHN DAVIES.

Inform—papers may be perused at office by Mr. Davies, but it is not usual to part with such documents, particularly in the face of threatened legal proceedings.—J.R., 12/3/75.
Mr. Davies, M.P., informed, 13/3/75.

No. 12.

THE COMMISSIONER FOR RAILWAYS to JOHN DAVIES, Esq., M.P.

Department of Public Works,
Railway Branch,
Sydney, 13 March, 1875.

SIR,

I have the honor to acknowledge the receipt of your letter of the 11th instant, applying for copies of all the correspondence between this Department and the Inspector General of Police, as also the permission granted Mr. Castner to sell spirituous liquors at the Railway station, and to inform you that the papers may be perused at this office by you, but it is not usual to part with such documents, particularly in the face of threatened legal proceedings.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

*SALE OF LIQUORS AT RAILWAY STATIONS.

Ordered by the Legislative Assembly to be printed, 28 April, 1875.

No. 13.

THE INSPECTOR GENERAL OF POLICE TO SUPERINTENDENT READ.

Police Department,
Inspector General's Office,
Sydney, 28 December, 1874.

FORWARDED for Superintendent Read's information.

No formal objection need, I think, be lodged; but the fact that the premises do not contain the requisite accommodation should be mentioned to the Bench. The attached papers might also be submitted.

I am informed, verbally, that the Hon. the Minister for Public Works is desirous that the license should be granted.

EDMUND FOSBERY,
I.G.P.

* This paper is part of the Return to Order "Sale of Liquors at Railway Stations" (Correspondence, &c.), ordered to be printed, 13 April, 1875.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF SPIRITUOUS LIQUORS AT REDFERN RAILWAY STATION.

(LETTER FROM MR. GOODCHAP TO SECRETARY FOR PUBLIC WORKS.)

Ordered by the Legislative Assembly to be printed, 16 June, 1875.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 15 June, 1875,—That there be laid upon the Table of this House,—

“ A copy of a letter from Charles A. Goodchap, Esq., to the Honorable
“ the Secretary for Public Works, in reference to a statement made by the
“ Honorable Member for East Sydney, Mr. Davies.”

(Mr. Parkes.)

CHAS. A. GOODCHAP, Esq., to THE SECRETARY FOR PUBLIC WORKS.

Department of Public Works,
Railway Branch,
Sydney, 29 May, 1875.

SIR,

Referring to the debate in the House last night, on the subject of the Railway Refreshment Room Bill, in the course of which Mr. Davies is reported to have said that I had informed him that Mr. Parkes had sent a letter to the Inspector General of Police that the license should be granted, I very respectfully but emphatically beg leave to give Mr. Davies' statement a most unqualified denial. I state most positively that neither upon this nor upon any other subject did I ever mention to Mr. Davies the name of Mr. Parkes. I knew nothing whatever of Mr. Parkes's views, or that he was even aware that a license was being applied for, and consequently Mr. Davies in crediting me with the statement is wide of the mark.

As bearing upon Mr. Davies' liability to error, perhaps I may be allowed to refer to another statement made by him last night: he is reported to have said that a minute written by me recommending a certain course was approved by the Minister of the day,—“it was marked ‘approved,’ but he had seen the manuscript and he knew that the initials of the Minister were upon it.” I submit herewith the manuscript in question, and Mr. Secretary Lackey will see that Mr. Davies' statement is incorrect.

No objection, I trust, will be offered to a copy of this communication being placed with the papers which are to be laid upon the Table of the House.

I have, &c.,
CHAS. A. GOODCHAP.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF LIQUORS AT RAILWAY REFRESHMENT
ROOM, REDFERN. .

(CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be printed, 31 May, 1875.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated the 14th May, 1875, That there be laid upon the Table of this House,—

“ Copies of all Correspondence (with Enclosures) between John Sutherland,
“ Esquire, M.P., and the Honorable the Secretary for Public Works, and
“ between Henry Parkes, Esquire, M.P., and the Commissioner for Rail-
“ ways, having reference to the Wine and Spirit License granted to the
“ Lessee of the Refreshment Room at the Redfern Railway Station.”

(*Mr. Sutherland.*)

SALE OF LIQUORS AT RAILWAY REFRESHMENT ROOM, REDFERN.

THE COMMISSIONER FOR RAILWAYS TO THE SECRETARY FOR PUBLIC WORKS.

Department of Public Works,
28 May, 1875.

SIR,

The letter from Mr. Abigail to Mr. Parkes, of 4th of March last, and the letter from Mr. Parkes forwarding same to me for explanation, have unfortunately been mislaid, and as Mr. Abigail is unable to furnish me with a duplicate of his letter, I cannot comply strictly with the terms of the resolution; but the substance of Mr. Abigail's letter was that at a meeting of some 300 persons Mr. John Davies stated, on the authority of the Commissioner for Railways, that Mr. Parkes and Mr. Sutherland, while holding office as Ministers of the Crown, had arranged the whole affair of the wine and spirit license granted recently to the lessee of the refreshment rooms at the Redfern Railway Station, and had used their influence with the Police and the Bench of Magistrates not to oppose the granting of the license.

On receiving this letter I requested Mr. Davies to call at the office—read it to him, with Mr. Parkes's note enclosing it, and in his presence wrote and addressed the following letter to Mr. Parkes.

I have, &c.,
JOHN RAE.

THE COMMISSIONER FOR RAILWAYS TO HENRY PARKES, ESQ., M.L.A.

Department of Public Works,
Sydney, 9 March, 1875.

MY DEAR SIR,

I received your note yesterday, with its enclosure, which took me so much by surprise that I sent for Mr. Davies, and read Mr. Abigail's letter to him. Mr. Davies states that Mr. Abigail has quite misinterpreted what he stated at the public meeting; and, with reference to myself, I told Mr. Davies that I was personally in favour of selling liquor at the station, and, acting as Commissioner, I agreed to offer no opposition, if the license could be legally obtained; but during our interview I never mentioned your name or Mr. Sutherland's, in any way, so that Mr. Abigail's statements on this part of the subject, as far as the Commissioner is concerned, are entirely without foundation.

Very truly yours,
JOHN RAE.

JOHN SUTHERLAND, ESQ., M.L.A., TO THE SECRETARY FOR PUBLIC WORKS.

Sydney, 7 May, 1875.

SIR,

The enclosed correspondence between me and the Inspector-General of Police, with reference to a written statement by that officer to Superintendent Read, dated 28th December, 1874, a copy of which I enclose—

You will see by Mr. Fosbery's letter that he has given Mr. Goodchap, Secretary to the Commissioner for Railways, as the author of the verbal statement alleged to have been made to him.

As Mr. Goodchap is an officer in your department, I shall be glad if you will, at your earliest convenience, inquire of him, and inform me whether he made any such communication to Mr. Fosbery, and if so, upon what authority it was made.

I have, &c.,
JOHN SUTHERLAND,
84, Abercrombie-street.

Mr. Goodchap, for his explanation.—J.L., 10/5/75.

[Enclosure No. 1.]

John Sutherland, Esq., M.L.A., to The Inspector General of Police.

Sydney, 30 April, 1875.

SIR,

A paper was laid before the Legislative Assembly by the Colonial Secretary, on the 29th instant, with your name attached as Inspector General of Police, in which the following statement occurs in reference to the license lately granted to the refreshment rooms at the Redfern Railway Station, viz. :—

"I am informed verbally that the Honorable the Minister for Public Works is desirous that the license should be granted."

This statement is dated December 28th, 1874, at which time I held office as Secretary for Public Works. I desire to be informed by you on what authority you made this statement.

I have, &c.,
JOHN SUTHERLAND,
84, Abercrombie-street.

[Enclosure

[Enclosure No. 2.]

The Inspector General of Police to John Sutherland, Esq., M.L.A.

Police Department,
Inspector General's Office,
Sydney, 1 May, 1875.

Sir,

In reply to your letter dated the 30th ultimo, I have the honor to inform you that Mr. Goodchap, who signed the minute dated the 23th of December, for the Commissioner, brought it and the other papers to me, and then informed me that it was your wish that Mr. Castner should be granted a publican's license, I therefore wrote the memorandum which has been laid before Parliament.

I have, &c.,
EDMUND FOSBERY,
Inspector General of Police.

THE SECRETARY FOR PUBLIC WORKS to JOHN SUTHERLAND, Esq., M.L.A.

Department of Public Works,
Sydney, 12 May, 1875.

SIR,

I received your letter of the 7th instant, and in reply beg to enclose Mr. Goodchap's explanation of the matter to which it refers.

I have, &c.,
JOHN LACKEY.

GOVERNMENT RAILWAYS—MINUTE PAPER.

Mr. Sutherland's letter respecting statement made by Mr. Fosbery, that he had been verbally informed that Mr. Sutherland was desirous that the license applied for by Mr. Castner should be granted.

My explanation of this matter is as follows:—I had to see Mr. Fosbery with reference to his inquiry as to whether the Commissioner was aware that the lessee of the refreshment room was applying for a license, and in course of conversation on the subject, I remember saying, "Mr. Sutherland would not object I know, if the license were granted."

Had I been aware that Mr. Fosbery would commit to writing a casual observation of the kind, I should have placed both him and myself in a proper position, by explaining that my belief was a matter of inference only, based on the fact that Mr. Sutherland had the previous Session introduced a Bill to effect this object.

Neither directly nor indirectly had I any conversation with Mr. Sutherland on the subject, and my remark to Mr. Fosbery meant nothing more than I have stated.

10th May, 1875.

CHAS. A. GOODCHAP.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

RAILWAY REFRESHMENT ROOMS.

(TENDERS FOR LEASING, &c.)

Ordered by the Legislative Assembly to be printed, 16 June, 1875.

RETURN to an *Order* of the Honorable the Legislative Assembly of New South Wales, dated the 10th June, 1875, That there be laid upon the Table of this House,—

“Copies of all Tenders for Leasing the Railway Refreshment Rooms with
 “the right to sell spirituous liquors, also of all Tenders without the right
 “to sell spirituous liquors; also of all Letters from Tenderers (if any)
 “explaining their Tenders, and Reports of Officers on same.”

(Mr. Sutherland.)

SCHEDULE.

NO.	PAGE.
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RAILWAY REFRESHMENT ROOMS.

No. 1.

THE UNDER SECRETARY FOR PUBLIC WORKS, ENCLOSING TENDERS.

Department of Public Works,
Sydney, 14 October, 1873.

SIR,

The tenders, eleven in number, for the work specified in the margin, are referred to you for report, and you will have the goodness as early as possible to return them to me direct for submission to the Minister.

Leases of Refreshment Rooms at Railway Stations—South, West, and North.

I have, &c.,
JOHN RAE.

No. 2.

ELEVEN TENDERS RECEIVED.

(No. 1.)

Mr. R. Rowe to The Commissioner for Railways.

Crown Ridge, Mudgee Road,
13 October, 1873.

Sir,

I, Richard Rowe, hotelkeeper, of Crown Ridge, Mudgee Road, do hereby make an offer for the lease of Mount Victoria Refreshment Rooms for the full term advertised, for the sum of £234 per year; and I, the said Richard Rowe, do hereby agree to the conditions of the lease, and to pay all moneys as requested; and I also enclose my cheque for £23, being the deposit requested.

I have been unable to obtain an official form of tender here, and hence my offer being placed on this paper.

I beg to remain, &c.,
RICHARD ROWE.

(No. 2.)

Mr. F. Draper to The Commissioner for Railways.

Mittagong, 13 October, 1873.

Sir,

I beg leave to enclose Tender for Refreshment Rooms, Mittagong Station. Should my tender be accepted, I will do my utmost to carry out everything satisfactory.

I remain, &c.,
FREDERICK DRAPER,
Mittagong.

Cash received, £5 10s., cash.

LIST of Prices to be charged at the Refreshment Room, Mittagong, should tender be accepted:—

	s.	d.
Spirits of all kinds, of the best description, at 4d. per glass	0	4
Wines of the best brands, at 4d. per glass	0	4
Bottled ale and porter, at 1s. 3d. per bottle... ..	1	3
English ale, at 4d. per glass	0	4
Colonial ale, at 3d. per glass	0	3
Lemonade and soda-water, at 6d. per bottle	0	6
Ginger-beer, at 3d. per bottle	0	3

Refreshments.

Tea or coffee, at 3d. per cup	0	3
Ham or beef sandwiches, at 3d. each	0	3
Chop, tea or coffee, with vegetables, 1s.	1	0
Steak, tea or coffee, with vegetables, 1s.	1	0
Cold lunch and dessert for one, 1s.	1	0
Soups, at 6d. per plate	0	6

Pastry and all kinds of fruit in season at reasonable charges.

FREDERICK DRAPER,
Refreshment Room, Mittagong.

NEW

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

<i>South and West Lines.</i>	£	s.	d.
The Mittagong Station	4	10	0

per calendar month.

And in case this tender, or any portion of it, be accepted, I, Frederick Draper, do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

Dated this thirteenth day of October, 1873.

New South Wales Railways.

The Commissioner for Railways invites tenders for renting the Refreshment Rooms on the Great Southern, Western, and Northern Lines, viz.:—

<i>South.</i>	<i>West.</i>	<i>North.</i>
Sydney.	Ponrith.	Singleton.
Mittagong.	Mount Victoria.	

The rooms to be occupied can be seen by intending tenderers.

Tenders will be received for each station separately, or for all together.

The term will be from the 1st November, 1873, until the 31st December, 1876.

The highest or any tender will not necessarily be accepted.

Tenderers will be required to transmit with their tender, as a deposit, a receipt from the Treasury for an amount equal to 10 per cent. on the amount of the rent for twelve calendar months. Such deposit, in the case of the tenders accepted, to be held by the Commissioner as security for the due fulfilment of the conditions hereinafter mentioned, and to be absolutely forfeited in the event of a breach of any such conditions; or if the tenderer refuses to carry out or abide by his tender when accepted.

Unsuccessful tenderers will have the amounts deposited by them returned.

A lease of the premises successfully tendered for will be executed by the Commissioner; such lease to contain the following conditions, and all necessary, proper, and usual covenants and provisions; and the lessee will have to execute a counterpart thereof.

The following are the—

Conditions of Lease.

1. The rooms to be occupied will be fitted up by the Commissioner with bar and all fixtures, and shall in all other respects be furnished by the lessee in a suitable manner, to the satisfaction of the Commissioner.
2. The lessee shall pay the rent in advance to the Station-master, each calendar month.
3. The lessee shall have no right of claim for compensation against the Commissioner, if the number of trains be reduced, or if any alteration of time-table be made lessening the number of trains stopping at any particular station.
4. The rooms shall be kept clean and in good repair by the lessee during possession.
5. The rooms shall be kept open, and refreshments supplied to all passengers requiring the same, who may arrive or depart by any of the trains during the day or night.
6. All servants or other persons employed by the lessee shall be subject to the Railway By-Laws, and shall be approved of by the Commissioner, who may insist on the dismissal of any servant if he thinks fit.
7. The lessee shall provide the best description and quality of refreshments, at fair and reasonable prices, to be approved of by the Commissioner, and shall exhibit in each Refreshment Room a list of refreshments obtainable and the prices of same, and shall keep any kind of refreshment which the Commissioner for Railways may from time to time direct.
8. Hot tea and coffee to be ready at all times while the rooms are open; also sandwiches, chops, steaks, soups, and cold meat. The lessee will be bound to keep a sufficient quantity of suitable spirituous and fermented liquors and other refreshments, and supply the same at reasonable prices. He must also have in readiness for the through trains, for passengers who may wish to take their refreshment in the carriage, small baskets, each holding an assorted cold lunch and dessert for one—with all conveniences for eating same. These baskets, &c., will be collected at the termini, and returned to the lessee free of charge. In all other respects the lessee will be required to use his best endeavours to meet the convenience and accommodation of the public, and to keep and conduct the rooms in a proper and orderly manner.
9. Gas or other lights must be provided by the lessee at his own cost.
10. The lessee will have to pay for the carriage of all goods and stores he may require to be conveyed over the railway for the various stations, at the rates charged to the public. No "free passes" will be granted to any agent or servant of the lessee, but the lessee himself will be allowed a free pass over the line upon which his Refreshment Room is situated.
11. The lessee shall not assign or transfer his lease, or underlet the rooms or any part thereof, without the consent of the Commissioner in writing under his seal.
12. The Commissioner will have the power of determining the lease at any time, on giving one calendar month's notice in writing to the lessee.
13. The lessee shall not be liable for any municipal rate.
14. In the event of the rent being unpaid for seven days after the same shall have become due, or in the event of any of the lessee's covenants not being complied with, or if the lessee shall become or be adjudged bankrupt or insolvent, or shall assign his estate for the benefit of his creditors, the lease shall be forfeited, and the Commissioner for Railways, by his agents or officers,

officers, shall have the power, without any demand, to enter and take possession of the premises, and every person to expel therefrom in like manner as a Sheriff might do under a writ of *habere facias possessionem*. And in the case of any action being brought in respect of such entry, the Commissioner or his agent may plead leave and license, and the lease shall be conclusive evidence of such leave and license.

(No. 3.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

<i>South and West Lines.</i>		£	s.	d.	
The Sydney Station	... ..	15	10	0	per calendar month.
" Mittagong Station	... ..	2	0	0	" "
" Penrith Station	... ..	1	13	4	" "
" Mount Victoria Station	... ..	4	10	0	" "
<i>Great North Line.</i>		£	s.	d.	
The Singleton Station	... ..	1	0	0	" "
Total	... ..	£24	13	4	

And in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

T. R. SMITH,
Penrith.

Dated this 13th day of October, 1873.

Conditions, &c., are same as on Tender No. 2.

(No. 4.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

<i>South and West Lines.</i>		£	s.	d.	
The Penrith Station	... ..	3	10	0	per calendar month.

And in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

THOS. SMITH,
Station-street, Penrith.

Dated this 13th day of October, 1873.

Conditions are same as on Tender No. 2.

(No. 5.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

<i>Great North Line.</i>		£	s.	d.	
The Singleton Station	... ..	5	16	8	per calendar month.

And in case this tender be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

JAMES P. QUINN,
Railway Refreshment Rooms,
Singleton Station.

Dated this 10th day of October, 1873.

Conditions are same as on Tender No. 2.

(No. 6.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I, Michael Maguire, do hereby propose to rent the Singleton Refreshment Room mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

<i>Great North Line.</i>		£	s.	d.	
The Singleton Station	... ..	4	4	0	per calendar month.

And in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

MICHAEL MAGUIRE,
Singleton.

Dated this 10th day of October, 1873.

Conditions are same as on Tender No. 2.

(No. 7.)

5

(No. 7.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

<i>South and West Lines.</i>		£	s.	d.	
The Sydney Station	.....	16	13	4	per calendar month.

And in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

Dated this 14th day of October, 1873.

JOSEPH AMBROSE ROBINSON,
King and York Streets, Sydney.

Conditions are same as on Tender No. 2.

(No. 8.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions for three or five years hereto annexed, at the following rates, namely:—that is, for all the five (5) stations mentioned as under, and pay the—

<i>South and West Lines.</i>			1st year	£200		
The Sydney Station	}	2nd	...	...	300	
„ Mittagong Station		3rd	...	...	400	
„ Penrith Station		4th	...	...	500	
„ Mount Victoria Station		5th	...	...	600	
<i>Great North Line.</i>								
The Singleton Station						Total	...	£2,000

Making an average of £80 per annum, or £6 13s. 4d. per month, for each station during the term.

JNO. L. CASTNER.

I enclose Treasury receipt for 10 per cent. of first year's rent; and in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions. Should a bond be required for the due performance of the above, I am prepared to execute the same with sureties.

JOHN L. CASTNER.

Dated this 13th day of October, 1873.

Conditions are same as on Tender No. 2.

Mr. J. L. Castner to The Commissioner for Railways.

Sir,

Sydney, 13 October, 1873.

Referring to my tender for the Refreshment Rooms at Stations on the Railways as per conditions attached, viz.,—at Sydney, Penrith, Mount Victoria, Mittagong, and Singleton, I beg to offer for the same for a period of three or five years, and for which I will pay the sums of £200 the first year, £300 the second year, £400 the third year, £500 the fourth year, and £600 the fifth year.

My offer for the first year may seem low, but by taking the average the offer I consider is good, and to do the thing properly and respectably there will not be any profit the first year, as a heavy outlay has to be incurred with a large risk, in order to comply with the conditions as per clauses 8, 9, and 10; and I tender for all the stations, believing it will be more satisfactory to the travelling public as well as to the Commissioner if all the catering is under the control of one party.

Knowing from experience how the Refreshment Rooms are conducted in England as well as in America, I am conversant with the requirements, and having spent some time in the Colonies upon this matter, I believe I am warranted in saying I could give every satisfaction to the public, which, no doubt, is your wish and desire.

I have, &c.,

JOHN L. CASTNER.

(No. 9.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

<i>South and West Lines.</i>		£	s.	d.	
The Sydney Station	... ..	14	7		calendar month.

And in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

Dated this 14th day of October, 1873.

FREDK. SOMERS,
Bluck's Hotel, Surry Hills.

Conditions are same as on Tender No. 2.

(No. 10.)

(No. 10.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I, Helen Russell, do hereby propose to rent the Singleton Refreshment Room mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

Great North Line.
 The Singleton Station £ s. d.
 4 6 8 per calendar month.

And in case this tender, or any portion of it, be accepted, I, Helen Russell, do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

Dated this 14th day of October, 1873.

HELEN RUSSELL,
 By her Agent,—WM. GANNON.

Conditions are same as on Tender No. 2.

(No. 11.)

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I, Henry Alexr. Maynard, of Bathurst, do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

South and West Lines.
 The Mount Victoria Station £ s. d.
 10 5 0 per calendar month.

And in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

Dated this 13th day of October, 1873.

HENRY A. MAYNARD.

Conditions are same as on Tender No. 2.

Memo.—A bank draft for £12 6s. deposit on this tender has been duly issued (*vide* Bank Manager's letter) and forwarded to the Treasury, with a request that the receipt may be forwarded to the Commissioner for Railways before 11 a.m. on the 14th. The tenderer would most respectfully submit to the Commissioner that he has had some experience in the management of Refreshment Rooms on the Great Western and London and North-western lines of England.—HENRY A. MAYNARD, Bathurst, 13 Oct., 1873.

[Enclosures.]

The Manager of the Bank of New South Wales, Bathurst, to Mr. H. A. Maynard.

Bank of New South Wales,
 Bathurst, 13 October, 1873.

Sir,

Enclosed I forward you draft P./3138, £12 6s. on Sydney, in favour of the Colonial Treasurer, being amount for deposit in terms of your tender for railway refreshment sent in to the Railway Department, Sydney, this day.

Faithfully yours,
 E. S. EBSWORTH,
 Manager.

Mr. H. A. Maynard to The Under Secretary for Finance and Trade.

Bathurst, 13 October, 1873.

Sir,

I have the honor to enclose draft for £12 6s., being the amount of deposit on a tender for lease of Railway Refreshment Rooms. I would most respectfully and urgently request that the receipt for the same may be forwarded to the Commissioner for Railways, Phillip-street, before 11 o'clock on the 14th, as otherwise the tender may be void.

I have, &c.,
 HENRY A. MAYNARD.

The Commissioner for Railways, with Treasury receipt for £12 6s.—G.E., 14 October, 1873.

No. 3.

ANALYSIS of Tenders received for Refreshment Rooms.

Name.	Sydney. Per annum.	Mittagong Per annum.	Penrith. Per annum.	Mount Victoria. Per annum.	Singleton. Per annum.	Remarks.
1. Richard Rowe	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
2. F. Draper	54 0 0	234 0 0	Submits a scale of charges.
3. T. R. Smith	186 0 0	24 0 0	20 0 0	54 0 0	12 0 0	
4. Thos. Smith .....	.....	.....	42 0 0	.....	.....
5. James P. Quinn .....	.....	.....	.....	.....	70 0 0
6. Michael Maguire .....	.....	.....	.....	.....	50 8 0
7. J. A. Robinson	200 0 0	.....	.....	.....	.....
8. John L. Castner.....	Tenders on a sliding or rather an ascending scale as follows, for all the stations:—£200, 1st year; £300, 2nd year; £400, 3rd year; £500, 4th year; £600, 5th year.						This tenderer perhaps includes Mittagong for this sum; it is not quite clear.
9. F. Somers	168 0 0	.....	.....	.....	.....
10. Ellen Russell .....	.....	.....	.....	.....	52 0 0
11. Henry Maynard .....	.....	.....	.....	123 0 0	.....

There are only two tenders for the whole of the Stations, viz.,—T. R. Smith, whose price for the period of contract, three years and one month, would amount to £912 13s. 4d., and John L. Castner, whose price for the period of contract, three years and one month, would amount to £933 6s. 8d.

Mr. Castner however tenders for five years on an ascending scale, and the rent we should receive from him in that period would be £2,000. Calculating Mr. Smith's prices for the same period, we should receive from him only £1,480.

If it be considered desirable to accept separate tenders for each Station in preference to having the whole under one management, the following are the highest tenders:—

Sydney—Mr. Robinson	£200 0 0	a year.	(Provided he does not include Mittagong.)
Mittagong—F. Draper	54 0 0	"	
Penrith—Thos. Smith	42 0 0	"	
Mount Victoria—Richard Rowe...	234 0 0	"	
Singleton—James P. Quinn	70 0 0	"	

£600 0 0 a year.

This, for the period advertised, would give a rental of £1,850, as against £933 offered by Mr. Castner for the whole management, and for the five years, £3,000 as against Mr. Castner's £2,000.

The system, however, of properly conducted Refreshment Stations was not established for the purpose of obtaining *revenue*, but to afford accommodation to the travelling public; and it is a question for consideration whether the object in view can best be secured by distributing amongst several caterers the duty of adequately providing for the accommodation of the public, or by entrusting the whole system to one management.

CHS. A. G., 14/10/73.

No. 4.

MINUTE OF SECRETARY FOR PUBLIC WORKS.

By the Minister's instructions each tenderer has been written to to say what alteration he will make in his tender, in the event of its being determined to withdraw the condition that the lessee shall be bound to keep suitable spirituous and fermented liquors, and to substitute the words "colonial wine" and aerated waters.—C.A.G., 22/10/73.

No. 5.

LETTERS TO TENDERERS.

Department of Public Works,
Railway Branch,
Sydney, 22 October, 1873.

SIR,

In reference to your tender for the lease of the Mount Victoria Refreshment Room, I have the honor to request you to have the goodness to say what alteration you will make in your tender, should it be decided to withdraw the condition that the lessee shall be bound to keep suitable spirituous and fermented liquors, and to substitute the words "colonial wine" and "aerated waters."

I may add that the lessee would have to take out a £1 annual license for the sale of colonial wine.

I have, &c.,

JOHN RAE,
Commissioner for Railways.

Similar letters were written to,—

Fredk. Draper, for Mittagong Station.
T. R. Smith, for all Stations.
Thos. Smith, for Penrith Station.
J. P. Quinn, for Singleton Station.
Michael Maguire, for do.

J. A. Robinson, for Sydney.
J. L. Castner for all Stations.
F. Somers, for Sydney.
Helen Russell, for Singleton.
Hy. A. Maynard, for Mount Victoria.

No. 6.

No. 6.

LETTERS OF RE-TENDER FROM FORMER TENDERERS.

Mr. R. Rowe to The Commissioner for Railways.

Crown Ridge, Mudgee Road,
24 October, 1873.

SIR,

In reference to your letter of the 22nd instant, No. 1271, I have the honor to inform you that, should colonial wine and aerated waters be substituted in lieu of spirituous and fermented liquors as before advertised, I beg to make another offer, as requested, for the full term of lease, and to agree to the conditions of former lease in every item, excepting the sale of fermented and spirituous liquors, for the sum of £130 per year, and to pay the same monthly; and I also will be prepared to pay £1 per year for wine license.

Should my previous tender be accepted, I would conduct the Refreshment Rooms at Mount Victoria in a manner that should be beneficial to all travellers by rail, and to carry out the same so that no railway official, engine-driver, or pointsman, should receive any liquors more than I am authorized to give.

I have, &c.,

RICHARD ROWE.

Mr. F. Draper to The Commissioner for Railways.

Mittagong, 22 October, 1873.

Sir,

I beg leave to answer your letter of 22nd instant, and in reply I am willing to give at the rate of twenty-five pounds (£25) a year and to get a license as required, namely, £1 license for the sale of colonial wines and aerated waters, in lieu of spirituous and fermented liquors.

I remain, &c.,

FREDERICK DRAPER,

Refreshment Room, Mittagong.

Mr. T. R. Smith to The Commissioner for Railways.

Penrith, 23 October, 1873.

Sir,

In answer to yours of 22nd instant, I will not tender for the Refreshment Rooms if the lessee is not allowed to sell fermented and spirituous liquors.

I have, &c.,

T. R. SMITH.

Mr. T. Smith to The Commissioner for Railways.

Penrith, 25 October, 1873.

Sir,

I have the honor to acknowledge receipt of your letter dated the 22nd instant, and in reply beg to state that, providing the conditions for selling fermented and spirituous liquors is withdrawn, and the words "colonial wine and aerated waters" substituted in place of the same, that I am willing to take the Refreshment Room at the Penrith Station at a rental of thirty-two (32s.) shillings per month instead of (£3 10s.) three pounds ten shillings, as tendered for by me on the 13th instant.

I have, &c.,

THOMAS SMITH.

Telegram from Mr. J. P. Quinn to The Commissioner for Railways.

23 October, 1873.

"Satisfied with conditions, if altered tender remain as it is."

Mr. M. Maguire to The Commissioner for Railways.

Railway View Hotel,
Singleton, 25 October, 1873.

Sir,

In reference to my tender for the Singleton Refreshment Room, I do myself the honor to state that I will make no alteration in my tender, that I am prepared to pay the rent I have tendered, admitting there is no spirituous and fermented liquors to be supplied.

I have, &c.,

MICHAEL MAGUIRE.

Mr. J. A. Robinson to The Commissioner for Railways.

Sydney, 24 October, 1873.

Sir,

In reply to yours of October 22nd, I beg to say that if any alteration of the original form of tender be deemed necessary by the Honorable the Minister for Works, it is my intention to withdraw my tender for same, and respectfully request the return of deposit fee paid.

I have, &c.,

JOSEPH A. ROBINSON.

Amended

Amended Tender No. 1.

Mr. J. L. Castner to The Commissioner for Railways.

Sydney, 23 October, 1873.

Sir,

I have the honor to acknowledge the receipt of your letter of the 22nd instant, in reference to my tender for lease of Refreshment Rooms at the Railway Stations, and beg to say that should you decide to make the alterations in the conditions as mentioned, and substitute "colonial wine and aerated waters" for spirituous and fermented liquors, the lessee to pay the annual license of £1, other conditions as formerly, the alteration in my offer is as under:—

For all the stations I will pay:—

The 1st year (£300)	three hundred pounds.
2nd „ (£400)	four hundred pounds.
3rd „ (£500)	five hundred pounds.
4th „ (£600)	six hundred pounds.
5th „ (£700)	seven hundred pounds.

Making an average of £500 per year for the term.

I have, &c.,

JOHN L. CASTNER.

Amended Tender No. 2.

Mr. J. L. Castner to The Commissioner for Railways.

Sydney, 23 October, 1873.

Sir,

I have the honor to acknowledge the receipt of your letter of the 22nd instant, in reference to my tender for lease of Refreshment Rooms at Railway Stations, and in reply beg to say that, should you decide to make the alterations in the conditions and leave out entirely the clause referring to the sale of spirituous liquors and wines, the alteration in my offer is as under:—

For the following stations—Sydney, from the 1st of January, 1874—Mittagong and Mount Victoria, from the 1st of November, 1873, I will pay—

The 1st year (£200)	two hundred pounds.
2nd „ (£300)	three hundred pounds.
3rd „ (£400)	four hundred pounds.
4th „ (£500)	five hundred pounds.
5th „ (£600)	six hundred pounds.

Making an average of £400 per year for the term.

I have, &c.,

JNO. L. CASTNER.

Ellen Russell to The Commissioner for Railways.

Singleton, 24 October, 1873.

Sir,

In reply to your letter asking what alteration I am prepared to make in my tender should it be decided to withdraw the condition that the lessee shall be bound to keep suitable spirituous and fermented liquor and to substitute the words "colonial wine and aerated waters," I beg to state that £30 per annum would, if the suggested alteration took place, be the amount of my tender.

Caledonian Hotel.

I remain, &c.,

ELLEN RUSSELL.

Mr. H. A. Maynard to The Commissioner for Railways.

Bathurst, 23 October, 1873.

Sir,

I have the honor to acknowledge the receipt of your letter, No. 73/1265, referring to my tender for the lease of the Refreshment Rooms at Mount Victoria.

I must decline to alter my tender in the manner referred to, and should it be decided to permit the sale of colonial wine, &c., only, I would beg to withdraw the same.

I would most respectfully point out that there are already two licensed hotels near the Mount Victoria Station, and as I presume the time of stoppage for refreshments under the new arrangement would be necessarily lengthened, it would allow passengers to avail themselves of these hotels, where they would have a choice of refreshments (as in fact is done to some extent even at present), and would give the lessee of the Refreshment Rooms as a mere wine-shop-keeper no chance of competing with them.

I would further add that, under the 14th section of the Sale of Colonial Wines Act, the rooms would have to be closed to the night trains between 10 p.m. and 6 a.m., being two-thirds in number of the trains stopping at the station.

Could this difficulty be overcome, and it be arranged that no passengers would be allowed to leave the station to avail themselves of the neighbouring hotels, I would gladly alter my tender as suggested.

I have, &c.,

HENRY A. MAYNARD.

John Lewis Meads to The Commissioner for Railways.

7 November, 1873.

Sir,
I have been informed that you have invited parties who tendered for supply of refreshments at the Railway Stations to amend tenders, or rather supplement them, so that strong drinks should be excluded. If such be the fact, will you kindly give me permission to tender, and forward me up form of tender, conditions, &c., and oblige, &c.—

JOHN LEWIS MEADS,
Post Office, One-tree Hill.

Forward form of tender.—J.R., 13/11/73. Mr. Meads, with form, 14/11/73.

The Commissioner for Railways to Mr. John Lewis Meads.

Department of Public Works, Railway Branch,
Sydney, 14 November, 1873.

Sir,
In accordance with the request contained in your letter of the 7th instant, I have the honor to enclose herein form of tender, &c., for leasing Refreshment Rooms at Railway Stations.

I have, &c.,
JOHN RAE,
Commissioner for Railways.

NEW SOUTH WALES RAILWAYS.—TENDER FOR REFRESHMENT ROOMS.

To the Commissioner for Railways.

I, John Lewis Meads, do hereby propose to rent the several Refreshment Rooms mentioned underneath, in accordance with the terms and conditions hereto annexed, at the following rates, namely:—

South and West Lines.

The Mount Victoria Station £5 7 calendar month.

And in case this tender, or any portion of it, be accepted, I do hereby undertake to execute a counterpart lease for due performance of same, in accordance with the aforesaid terms and conditions.

Dated this 1st day of December, 1873.

JOHN LEWIS MEADS.

No. 7.

GOVERNMENT RAILWAYS.—MINUTE PAPER.

Subject :—Amended Tenders for leasing Refreshment Rooms.

Mittagong	...	...	...	Fredk. Draper, £25 per annum.
Singleton	...	...	...	James P. Quinn, no alteration.
Mount Victoria	...	...	...	Richd. Rowe, £130 per annum.
Singleton	...	...	...	Ellen Russell, £30 per annum.
Penrith	...	...	...	T. R. Smith will not tender.
Mount Victoria	...	...	...	H. A. Maynard do. (If difficulty of closing between 10 p.m. and 6 a.m. is overcome, and passengers not allowed to leave station, will alter his tender.)
All Refreshment Rooms	...	...	...	Jno. L. Castner, 1st year, £300. 2nd " 400. 3rd " 500. 4th " 600. 5th " 700.
Sydney	...	...	...	J. A. Robinson withdraws tender if any alteration in form.
Singleton	...	...	...	Michl. Maguire, no alteration.
Penrith	...	...	...	Thos. Smith, 32s. per month.

Replies received from all the tenderers excepting Mr. F. Somers, who tendered for Sydney Station. Mr. Somers informed me verbally that he would not re-tender.

CH. A. G., 2S/10/73.

Analysis herewith.

Ask Somers to state in writing what terms he would offer if Licensing Bill were withdrawn.—
J.R., 4/11/73. Mr. Somers, 4/11/73. Resubmit in a week. Resubmitted, 11/11/73. Remind
Mr. Somers by order. Mr. Somers, 12/11/73. Resubmit in a week. Resubmitted, 20/11/73.

ANALYSIS OF RE-TENDERS.

THE following is the result of the re-tendering,—Colonial Wine and Aerated Waters being substituted for Wines and Spirituous Liquors.

- F. Somers, who tendered for Sydney, at £14 a month, refuses to re-tender (verbally).
T. R. Smith, who tendered for all the stations at £24 13s 4d a month, refuses to re-tender.
H. A. Maynard, who tendered for Mount Victoria at £10 5s. a month, will not re-tender, except it be stipulated that no passenger shall leave the station to obtain liquor, and that the wine license be extended to present prohibited hours for selling.
J. A. Robinson, who tendered for Sydney at £16 13s. 4d. a month, refuses to re-tender.

F.

F. Draper, who tendered for Mittagong at £54 a year, now offers £25.
 James P. Quinn, who tendered for Singleton at £70 a year, re-tenders for same amount.
 M. Maguire, who tendered for Singleton at £50 8s. a year, re-tenders at same price.
 Ellen Russell, who tendered for Singleton at £52 a year, now offers £30.
 Richard Rowe, who tendered for Mount Victoria at £234, now re-tenders at £130 per annum.
 Thomas Smith, who tendered for Penrith at £42 a year, now re-tenders at £19 4s. a year.
 J. L. Castner, who tendered for all stations at—
 £200 for 1st year, now re-tenders at £300 for 1st year.
 300 for 2nd " " 400 for 2nd "
 400 for 3rd " " 500 for 3rd "
 500 for 4th " " 600 for 4th "
 600 for 5th " " 700 for 5th "

The result is as follows:—Taken singly, the following are the highest tenders:—

Sydney	...	...	...	No offer.	
Mount Victoria	...	...	...	£130	R. Rowe.
Penrith	...	...	...	19 4s.	T. Smith.
Mittagong	...	...	...	25	F. Draper.
Singleton	...	...	...	70	J. P. Quinn.

£244 4s.

Mr. Castner is now the only tenderer for all the stations, and his prices are higher than those of the single tenderers, even if £150 a year be allowed for Sydney Station. We should receive in the five years from Mr. Castner £2,500, and from the other tenderers (allowing £150 a year for Sydney Station) £1,971.

CH. A. G., 28/10/73.

No. 8.

MINUTE OF SECRETARY FOR PUBLIC WORKS ON MR. CASTNER'S AMENDED TENDER NO. 2.

MITTAGONG and Mount Victoria Refreshment Rooms will soon be finished, and Mr. Castner may see the accommodation provided. There is not accommodation at the Sydney Station without building Refreshment Rooms; they cannot therefore be agreed for at present. Mr. Castner may be asked to apportion the rent he proposes to pay with the option of taking or rejecting the Sydney rooms when provided.—J.S., 23/12/73.

Mr. Castner informed.—30/12/73.

No. 9.

THE COMMISSIONER FOR RAILWAYS TO MR. J. L. CASTNER.

Department of Public Works,
 Railway Branch,
 Sydney, 30 December, 1873.

SIR,

With reference to your amended tender for the leasing of the Refreshment Rooms at the Railway Stations, I have the honor to inform you that the Refreshment Rooms at Mittagong and Mount Victoria Stations will soon be finished, and would suggest that you visit them and see the accommodation provided.

There is no accommodation for Refreshment Rooms at the Sydney Station, and, until the rooms are provided, an agreement for leasing them cannot be entered into.

I have to request, however, that you will be good enough to apportion to each Station the rent you have offered for the whole of the Stations, and you will have the option of leasing or rejecting the Refreshment Rooms at the Sydney Station when provided.

I have, &c.,

CHAS. A. GOODCHAP,
pro Commissioner for Railways.

No. 10.

MR. J. L. CASTNER TO THE COMMISSIONER FOR RAILWAYS.

214, Pitt-street, Sydney,
 3 January, 1874.

SIR,

I have the honor to acknowledge the receipt of your letter, No. 73/1588, referring to my amended tender for lease of Refreshment Rooms on the Railways, and in answer beg to say that, acting upon your suggestion, I have visited the Refreshment Rooms referred to.

According to your request, to apportion to each Station the sum I have offered in my tender, I may say that in my calculation I did apportion to each Station the amount as follows:—

To Sydney Station, two-fourths the amount.
 To Mittagong Station, one-fourth do.
 To Mount Victoria Station, one-fourth do.

And am willing to take them at such proportions. The rent for each Station to begin so soon as they may be ready for occupation respectively.

I have, &c.,

JOHN. L. CASTNER.

No. 11.

COMMISSIONER'S MINUTE ON FOREGOING.

The proportion quoted by Mr. Castner gives—

£200 for Sydney Station.
100 for Mount Victoria.
100 for Mittagong.

For the first year the amount will be—

Sydney, £100.
Mount Victoria, £50.
Mittagong, £50.

For the fifth year the amount will be—

Sydney, £300.
Mount Victoria, £150.
Mittagong, £150.

J.R., 6/1/74.

What other tenders are there since grog-selling was prohibited, and how do they stand with reference to this?—J.R.

There is no tender for Sydney *only*.

For Mount Victoria, £130 is offered by Mr. R. Rowe.

For Mittagong 25 is offered by F. Draper.

£155 a year
5 years

£775 for five years.

Mr. Castner, besides giving a tender for Sydney, offers £1,000 for Mount Victoria and Mittagong for five years.—C.A.G., 7/1/74.

MINUTE OF SECRETARY FOR PUBLIC WORKS.

Mr. Castner's tender to be accepted.—J.S., 7/2/74.

Mr. Castner's tender accepted.—11/2/74.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING DRINKS AT RAILWAY STATIONS

(PETITION PRESENTED TO MINISTER FOR WORKS, IN FAVOUR OF)

Ordered by the Legislative Assembly to be printed, 23 April, 1875.

To the Honorable the Secretary for Public Works.

SIR,

We, the undersigned travellers on the Government Railways of New South Wales, appreciating and acknowledging the decided improvement you have caused to be made at the refreshment rooms on the Great Southern and Western Railways, beg most respectfully to invite your attention to the fact that a very large proportion of the passengers are deprived of the privilege of a glass of wine, beer, or spirits, at the refreshment rooms, which can be obtained on nearly all the Railways out of New South Wales; and request that you will be good enough to cause such action to be taken as will allow the present lessee of the refreshment rooms to sell wine, beer, and spirits to passengers only, and under such restrictions as may be requisite, believing that such permission will cause the refreshment rooms to be still more popular and satisfactory to the travelling public, and likely to tend to a more moderate use than at present, as passengers very frequently take it with them, and use more than they would if obtainable at the Station.

And your Petitioners will every pray, &c.

Name and Address.	Name and Address.
J. T. Fallon, Albury	Chas. E. Winter, Royal Hotel, Sydney
(By his Attorney, W. Evans Dignum.)	J. H. Ware, Royal Hotel
Daniel Holborow, Gad's Hill Villa, Ashfield	James A. Fry, — street
G. A. Murray, 399, George-street	Jas. C. Shoobert, Sydney
(Illegible) 512, „	Herbert Lumsdaine, Burwood
C. Watson, „ „	John Lackey, Woodville, Guildford
R. B. Butcher, 540, „	Charles May Rush, Woollahra, Sydney
John Noake, 456, „	Jas. Biffin, Newtown
Isaac Abrahams, 439, Castlereagh-street	John Witherill, Elswick House
W. Martin, Royal Hotel	John Chard, Arundell-terrace, Glebe
W. Fitz Stubbs, Glebe Point	Lester S. Donaldson, Gulgong
F. H. Lee, Bourke-street	Geo. Bennett, Burwood
Theo. Vial, 259, Castlereagh-street	Wm. Bennett, „
James Warren, 139, Gipps-street	Thos. E. Hewett, Stanmore
Wm. Henderson, Bondi	H. P. Flavelle, Burwood
Geo. Patrick, Moss Vale	Richard Uniacke, Sydney
F. Kirby	H. Chas. Want, „
W. H. Williams	James Hunt, „
Charles May Rush, Woollahra	D. Williams, Goulburn and Yass
Hy. W. Webb, Pitt-street	Theodore Montague, Goulburn
G. J. Shergold	Geo. Walker, Young
E. S. L. Murray, Sydney	Geo. Robertson, Sydney
P. Cooney, „	C. C. J. Kanatt, „
Edward Lee, „	Fredk. Gannon, „
A. H. Gaidem, „	Walter Church, „
W. B. Dawson, Paddington	Benj. Braun, „
G. P. Hurley, Sydney	Charles Blaikney, „
Charles M'Kay, M.D., Sydney	James Paterson, Yass
G. H. Phillips, Sydney	James Fenton, Sydney
Charles Teakle, „	Alexander Sneddon, Araluen
J. J. Davey, 173, Pitt-street, Sydney	R. Allardyce, passenger
F. Hentcheld, Sydney	David Harman
Robert Hunter, L.R.C.S.E., Sydney	B. R. Moore, 358, George-street
J. F. Capps, 255, Pitt-street, Sydney	H. R. Yeend, 471, George-street
P. Wells, 305, George-street	Chas. Collins, Narrabri

132—A.

Thos.

Name and Address.	Name and Address.
Thos. Mell	John Hughes
R. A. Newman, Tunut	W. Davis, Sydney
Chas. F. Roberts, Edgecliffe Road	W. Rennie
Wm. Davis, Ginindera	J. Stewart, Goulburn
Hanley Darbshire, Sydney	Thos. Stewart, "
Thos. Cosgrove, Sutton Forest	W. W. Brown
J. M'Lennan	L. R. H. M'Donald
James Main, Goulburn	Patrick Smith, Bathurst
Geo. Patrick, Moss Vale	Henry Payten, Goulburn
Thos. Rutledge, J.P., Carwoola, Molonglo	James Nosworthy, Sydney
H. R. Francis, D. C. Judge, Australian Club, Sydney	Chas. Batemant, "
Selby M. Morton, Goulburn	Arthur B. Johnston, L.S., Young
Edward Lee, Sydney	A. Clarkson, "
L. Shadwell, London, England	A. Avery, "
Jeremiah M'Auliffe	E. Lamb, "
A. Le Patourel, Union Club, Sydney	W. Stephenson, Goulburn
W. C. Benton	G. A. Hart, Sydney
John Miller	S. Fuge, Peelwood
W. A. Williamson, Berrima	James Hyland, Araluen
J. Ruane, Nattai	John M'Evon, Goulburn
George R. Suttor	J. H. Want
James Taylor Rolfe	Andrew Gibson, J.P., Goulburn
Thos. R. Alt	John Taylor Preston, Denbigh Grove, Fish River, Yass
J. Atkins Kater	Richard Gwynn, Fish River
J. H. Allison	James Selmes, Wheeo
Charles Chisholm, J.P., Sutton Forest	George Selmes, Fish River
W. Mylcharane, L.S., Goulburn	Thos. W. Gwynn, "
A. G. Finly, J.P., Cowper-street, Goulburn	John Bever, "
J. H. Davis, Goulburn	Sydney James Eibbons, Old Man Creek, Fish River
Geo Samson, "	Charles E. Williams, New South Wales
A. O. A. Allen, Sydney	E. A. Lumsdaine, Burwood
A. Meham, "	Ephraim Eamer
Jas. Crane	Thos. Rawlands, Devonshire-street, Surry Hills
H. M'Millan, "	E. Millett, Five Dock
Thos. Overell, "	S. E. Hewett, Newtown
R. M. Russell, "	G. Withers, Surry Hills
William Lehane, Young	F. Bradly, junr.
Ed. Goddard, Sydney	Robert Williams, 49, Sussex-street North
Thos. B. Ward, "	William Brien, Queanbeyan
A. Landergan, "	E. Serisier, Eumalga, near Dubbo
Walter Hiam, "	John A. Gardiner, Gololian, Wellington
B. Palmer, "	F. V. Varriell, Mount Arthur, "
James Oatley, "	Thompson & Blackett, Dubbo
Benjamin James, "	Jones Bros., "
Robert Lord, "	Alex. Ogilvie, "
Frederick D. Badgery, Sutton Forest	S. Tompson, "
Hamilton Price, Araluen	J. Holmes, Manager, Commercial Bank, Dubbo
William Pearce, Seven Hills	George H. Taylor, Dubbo
A. Thompson, J.P., Potts Point	M. Clens, "
T. Raphael, Wagga Wagga	William Moffatt, "
James M'Grath	M. Manning, "
James Curry	Stevens & Co., storckeeper, Dubbo
Geo. Lestand, Sydney	C. T. Balph, "
Hugh Montgomerie, Marulan	Joseph Page, J.P., Grafton
J. M. Davies, Sydney	Joseph B. Holmes, The Wilderness, Lochinvar
Charles Havard	L. C. Kelman, Orizaba, Cessnock
Chas. Richardson, Glenrock, Darling Point, Sydney	E. F. Burnett, Sydney
A. S. Pateson, Parramatta	D. Hickson, "
Wm. H. Hill, Newtown, Sydney	Jas. M'Cullough, Parramatta
G. M. Larnach, Manly Beach	Wm. Jones, "
J. W. H. M'Mullins, M.D., &c., c.o. J. G. Raphael, M.L.A.	C. Conyber, Redfern
J. M'Auliffe, R.C.C.	Dr. W. Roper Elliott, s.s. "Ellora"
D. M'Guinn	Arthur Collins, Corowa
J. Luke, Gunning	J. B. West, Carcoar
M. M'Alroy, V.S., Albury	John Bisgan, Parramatta
Walter Rice	Arthur Barker, Maryland, Dungelly
A. Cunningham, Queanbeyan	John Pope, Ashfield
D. Rylie, Cooma	W. Seaward, Petersham
William F. Gordon, Manar	W. C. Renwick, Ashfield
John Clark, Wagga Wagga	J. B. North, Ashfield
J. H. Gibbs, Deniliquin	J. W. Clift, Petersham
A. C. Betts, Goulburn	H. Salwey, Ashfield
J. D. Lord, Nattai	H. P. Wilson, Braidwood
W. Clark, Goulburn	
B. Levers, Melbourne	

Name and Address.	Name and Address.
E. Eacwes, Sydney	Joseph Kenyon, Woodlor, Sherwood
J. R. Taylor, Liverpool-street	Jno. Lackey, Smithfield
F. A. Walford, Sydney	H. Williams, Smithfield
E. S. Bransby, "	Frank Kenyon, Loscoe Grange
Richard Teece, "	Fredk. C. Simpson, Parramatta
M. De Lissa, "	Martin Grey, Glenthorne, Gresford
A. Armstrong, Muttama	Francis Randall, Willow-tree, "
J. Tait, Randwick	James Byrnes, Paterson, "
R. Hobson	Eustace Jones, Gresford
H. Waymouth	George Jones, "
G. A. Cheeke, Supreme Court, Sydney	James Beatty, "
Henry Wallace, Dangelong, Cooma	William Randall, "
Jas. Donovan, Cooma	Joseph B. Randall, "
R. Warden, Yass	G. Wangenheim, Sydney
Thos. M. Mount	Thomas Schipp, M'Donald Creek, Mudgee
J. Isaacs	Antoni Smith, Mudgee
J. C. Maynard	Charles Smith, "
R. P. Richardson, J.P., Sutton Forest	John Newman, Wattle Cottage, Mudgee
Wm. Johnston, J.P., Clarence Town	John Daly, Liverpool
G. C. Davis, Sydney	Edwin Dengate, senr., Calmsley Hills, Liverpool
P. J. Healy, "	Edwin Dengate, junr., Moore Bank, Liverpool
P. H. Throsby, Moss Vale	J. Farmer, Abbotsbury
R. C. Josslin, Manager, Commercial Bank, Goulburn	G. Farmer, "
George R. Jones, Moss Vale	John Dengate, Calmsley Hills, Liverpool
W. F. D. Youge, Sydney	Robert Saxby, Underbank, Williams River
William Macleay, "	Henry Saxby, "
Abm. Jennett, "	Samuel Wilkinson, Monkerai "
W. G. Thomas, Wagga Wagga	James Masters, Johnson's Creek
Alfred Thorne, "	Richard Weismantel, "
A. Tompson, "	William Ellis, Spring Creek
S. S. Tompson, "	Edward Ellis, "
John Muir, "	Boldes Hill, Johnston Creek
G. Millan, "	John Parker, Stroud
S. J. Padman	George Masters, "
Chas. J. Tompson, "	James McIntyre, junr., Stroud
H. J. Duffan, Accountant, Wagga Wagga	John Hiel, Johnston Creek, Stroud
Smith & Jaye, tinsmiths, "	John Gullam, Nowendoc
Thos. Mitchell, saddler, "	Andrew Weismantel, Blacksoil
Wm. S. Mitchell, "	Arthur Robertson, Johnson's Creek
Dennis Bergin, Wagga Wagga	Valentine Weismantel, "
Robert Coote, "	George Nash, Dungog
James M'Laughtin, "	Henry Hazelwood, Ward's River
W. B. Scott, "	Henry Cant, Manning River
W. Trender, "	Simon Cant, "
Ralph Millar, Corinda, Belford	Peter Hallner, Stroud
F. J. Deitz, Belford	John Dillon, "
Joseph Kaufleir, Belford	John Dant, Blacksoil
William Dries, "	Patt. M'Mahon, Seven-mile Station
Edward Driner, "	C. M'Rea, Stroud
Henry Schulze, "	John Weizzer, "
J. J. Cooper, Sydney	Milgam Selm, Murilyn
E. K. Cox, Darling Point	Gerden Selm, Weetle
F. J. Turner, Barrack-strect	Bill Krik, Shereff
William Kilhiam, Gladesville Road, Ryde	Anton Gerlf, Stroud
George Wilson, " "	John Drane, Men Rook
Benja. Bowman, Sydney	Bill Weismandel, Johnson's Creek
Sidney Lee, Muswellbrook	John Mattful, Stroud
Henry Spohr, Denman	Domos Wehmoon, Seven-mile Station
John Nagle, "	John Lellen
William Miller, "	Louis Armbruster, Hinton
James M'Bride, Merriwa	Richard Stubbs, "
Joseph Carr, Denman	J. Mont Smith, Nullah Nullah, Hinton
Thomas Taylor, Pickering	James Help, Hinton
J. R. Walford, Mungyer, Mehi River	W. M. Christian, Hinton
F. Mathieson, blacksmith, Denman	Arthur Quinn, "
J. R. Bubb, Burwood	Robert Boag, LL.D., "
Thos. B. Bown, Petersham	Frederick Wilson, Nulla Nulla, Hinton
Geo. Mullen, Petersham	James Searles, Hinton
S. Bennett, Burwood	William Stephens, "
Walter Lamb, Greystanes, Prospect	George Ling, "
John Kapski, Burwood	J. C. Beattie, "
Hugh Kennedy, Newtown	Thomas Pearse, "
William Stunson, Guilford, Dog Trap Road	John Keen, Portree
Josep Klein, " "	Harmond Parsons, Nelson's Plain
Kaspar Dreis, " "	Henry Atkins, Hinton
S. Crook, Sherwood Grange, Smithfield	Will Yoites, "
Phillip Ettinger, Guildford, Dog Trap Road	

Name and Address.	Name and Address.
Hugh O'Deve, Linton	Geo. Hook, Sydney
Alfred Searles, "	S. Maisworth, "
William Brion, "	Dr. Temple, Young
Thomas Byron, "	James Gordon, "
Richard Partridge, "	W. Chirland, "
Peter Dunn, "	T. J. Coleman, "
Charles Partridge, "	G. Gray, "
Richd. Frith, "	Saml. Fisher, "
William Cox, "	S. S. Viles, "
W. D. Walker, "	Joseph Jacobs, "
George Jobson, "	Robert Bulla, "
Joseph Chapman, "	J. Tunney, "
John Cook, "	Hugh Thomas, "
Henry Geering, Bowthorne	J. Marroney, "
Joes. Duffy, "	Edward Millard, "
Thos. Prentice, "	William Betch, "
William Bramble, Linton	Carl Salick, "
James Burns, "	Geo. Goodall, "
Jas. Boag, "	Joseph Seddon, "
James Minslow, "	Thos. R. Hughes, "
G. Bailly, Victoria Road, Ryde	F. D. Peter, "
Henry Humphrys, " "	A. McEvoy, "
Samuel Kays, " "	Thos. Freeman, "
John Cawthorne, " "	W. J. Watson, J.P., "
Edward J. Drinkwater, " "	Thomas Jickens, "
George Troy, " "	H. Gould, "
James Walker, " "	N. P. Neilson, "
Henry Watts, " "	F. H. Timbrell, "
Thomas Lang, Sydney	Thos. L. Quail, "
William S. Samuel, Victoria Road, Ryde	Charles L. Quail, jun., "
G. F. Bailly, " "	Joseph L. Quail, "
A. Fairfax, Burwood	R. Archibald, "
Martin Rehardt, Nowra, Shoalhaven	Will L. Quail, "
H. J. Mattram, Baangle, "	Peter Puris, "
J. Rehardt, Nowra, Shoalhaven	Peter Duncan, "
Frederick Moore, " "	Charles L. Quail, sen., "
Joseph Moore, " "	W. Fletcher, "
William Moore, " "	John Staunton, "
A. Simpenley, " "	S. Myers, "
John Hibbard, " "	W. J. Roberts, "
John Mulley, " "	W. H. Roberts, "
Thomas Jones, " "	Robt. J. Nicholson, "
Phillip Haines, " "	Jas. W. A. Gardner, "
Edwin Jerrett, " "	Jas. Freeman, "
John Schadel, " "	R. B. Armstrong, "
Orton Eittingshausen, " "	B. Benjamin, "
Charles Moore, " "	Abm. Cohen, "
John Hodgkinson, " "	Wm. Rowley, "
Jacob Muller, Nunba, Shoalhaven	Jno. Richardson, "
Conrad Blattmar, Penrith	Fredk. R. Seabolt, "
John Blattmar, "	S. S. Perry, "
Conrad Honey Merey, "	Emanuel M. Davis, "
John Freeburn, Luddenham	John McEvoy, "
John Lawson, "	Robt. Black, "
Franz Anshern, "	Barnett Phillips, "
Frederick Petith, senr., "	J. Eph. M. Davis, "
Frederick Petith, junr., "	A. C. Barclay, "
Frances Walker, "	Henry Minter, "
J. P. Wagner, "	John M. Creight, "
James Haynes, "	Robert Earl, "
C. H. Beardow, "	George Boyce, "
Isaac Holt, "	Jas. E. Tucker, "
R. G. Wallace, "	Thos. Chas. Burnell, "
Jeremiah O'Connor, senr., "	William Brand, "
Ludwig Yauz, "	George Smith, "
M. Eisenhuth, "	J. K. Barnett, M.D., "
Mr. Andreas' party, Pipeclay, Mudgee	Arthur Papworth, "
John Kurty, " "	John Wilson, "
Henry Carr, " "	Chas. Woolley, "
John Wealer, Black Spring, Mudgee	James Brodie, "
John Antes, " "	George James, "
Samuel Thurgood, " "	T. Hayes, "
Joseph Gerton, " "	J. H. Wallis, "
Edward Strike, " "	Isaac T. Gate, "
Julius Hellmairn, " "	Geo. Walker, "
James George Bournc, " "	Thomas Burgess, "
C. Gardoll, " "	J. Fletcher, "
J. Cummins, Parramatta	Robert Fletcher, "

Name and Address.	Name and Address.
A. H. Cromwell, Young	C. Anderson, Petersham
W. Chapinan, traveller	J. T. Leigh, Parramatta
W. Hopkins, P.M., Young	C. Mesac, "
Phillip H. Rutledge, "	George P. Wray, Bathurst
William Lynch, "	Thomas Lloyd, Sydney
R. L. Smith, "	W. H. D. Jamison, "
C. Johnson, "	James Hollands, "
G. L. Yates, "	W. W. Millar, O. M'Arthur & Co, Sydney
Edward Collins, "	Frederick Rooke, Woollahra
Geo. W. Vickers, "	Chas. Eyre, Sydney
Joseph Turner, "	Henry Williams, "
Peter Crane, "	Richard Nicholson, Sydney
H. G. Jones, "	Alfred Feurts, "
H. Steele, "	C. I. May, "
S. Steele, "	T. A. O'Dell, "
Joseph Harvey, "	B. C. Rodd, "
Michael O'Brien, "	John Lyon, Coonaburraba
Saml. Matthews, junr., "	H. T. Smith, "
Thomas Walden, "	George S. Evans Dick, Murrumbidgee
James Gilman, "	M. C. Corman's, Cooranungra
Thomas Donohoe, "	G. O. Beadmore, Toowoomba, Queensland
M. J. Holley, "	Alexr. Tompson, Murrurundi
George Rees, "	F. H. Martin, 510, George-street
Harold M. Davis, "	Charles Lancy, 39, Essex-street
Benjn. Bowler, "	W. S. Cross, Ashfield
Charles Coleman, "	H. Severn, Balmain
Richard Van Heythuysen, "	W. A. Manning, 139, Pitt-street
W. M. Matthews, "	George Turner, Ashfield
John Dyer, "	H. Human, "
David Grant, "	Geo. James, Burwood
S. D. Johnston, "	Thomas Sprehan, Murrurundi
J. R. Neale, "	Josiah Tutt, Sydney
G. E. McGill, "	Louis Wigner
M. Logan, "	J. St. George, Sydney
W. Jemble, "	Thomas Laundry, Goulburn-street
J. K. Henry, "	Charles Hacholf, Sydney
Peter Besslitt, "	C. H. J. Tobin, "
W. P. Whitney, "	W. Wild, Burwood
Frederick Potcitz, "	J. S. Cahill, 4, Ramsgate Terrace, Bourke-st., Surry Hills
Henri Pegginger, "	Fredk. Hanks, 520, George-street
James Mathew, "	G. F. Barnett, Ashfield
John Bogan, "	D. Blair, 520, Bourke-street
George Collins, "	D. W. Walshe, 20, Cumberland-street, Dawes Point
James Jort, "	James Smith Lavender, Wagga Wagga
George Nowlan, "	J. R. Frith
Henry Veary, "	Laurence Thomas
George C. Smith, "	John Dawson, Burwood
William Starr, "	Benjamin Rudd, Wagga Wagga
John Ward, "	H. Campbell, 149, Pitt-street
Michael Carney, "	J. Campbell, Ben Eden, Waverley
Edward J. Love, "	John Smith, Ryamba, Tareutta
Jas. Ryan, "	A. Smith, "
A. W. Thomas, "	Alfred Bray, Adelong
D. Behan, "	Peter Bolus, "
Edward Taylor, "	Andrew Allan, 279, George-street
William Dunning, "	H. A. Horsey, Sydney
John W. Davis, "	W. Forster, "
John Graly, "	Joseph Abrahams, George-street
H. Zeigors, "	Ernest Williams, Park-street, Sydney
Mr. Leonard Monk, Brownlow Hill, Camden	John Cameron, Sydney
Geo. Kiss, Pitt-street, Sydney	J. Wilson, George-street
J. Stafford, from "Ceylon"	William Smith, "
W. Read, Burwood	B. De Lissa, 330, Liverpool-street
Geo. Bishop, Sydney	Fredk. Bozon, 130, William-street
Wm. Conolly, Goulburn	F. F. Perry, "
Henry Dare, Burwood	Wm. Marshall, Balmain
William Waller, junr., Eastbourne, Burwood	John M. Clemens, "
Moss S. Browne, commercial traveller, Nelson, Browne, & Co., N.Z.	Jno. Hanigan
Robert Smart, Sydney	John Booth, Surbiton House, Balmain
John Vaine, Queensland	Edouard Adet, Sydney
James Evans, Ashfield	Thomas Knilfuy, Parramatta
Thos. Grunsell, Stewart's Gardens, Goulburn	James Lerner, Five Dock, Sydney
F. O. Stater, Queensland	Robert H. Ritchie, Parramatta
John Andrews, Sydney	Chas. L. Chapman, 470, George-street
Edward Bernham, Bernera, Liverpool	Edward Hughes, Enmore
F. C. Luther, Oaks	
J. H. Hall, Petersham	

Name and Address.	Name and Address.
Chas. Paterson, Marlborough House, Sydney	E. Warren, Petersham
William Henry Smith, Seven Hills	Thos. Henderson, Bondi
W. W. Bait, Parramatta	J. Stanborough, Bruce-street, Balmain
— Stewart, J.P., "	Thos. King, Liverpool-street
James Delane, Sydney	J. Hobson, Stanley-street
Rob. Macdonald, Parramatta	Chas. Nightengale, Petersham
James Powell	T. H. Buchanan, Glebe
Thos. S. Mort, Gretnoakes, Sydney	Edw. O'Dowd, Richmond
John Pope, Ashfield	Joseph Onus, "
George P. Fitzgerald, Ashfield	H. B. Hughes, "
Hugh Taylor, Parramatta	Alex. J. Chessor, "
W. O. Ward, "	W. Mitchell, "
Jno. Bros., Castlereagh-street, Sydney	Herbert Spaw, "
Henry Priestly, Sussex-street, "	Crawford R. Bedwell, Alderman, Richmond
Thomas H. West, M.P., Coura, via Carcoar	John Ross, Windsor
Mi. C. Fitzpatrick, 251, George-street, Sydney	Thomas Richardson
John Hurley, Campbelltown, Narellan	John Gough, Richmond
James Fitzpatrick, Glenlee	Thomas A. Haugh, "
Edward Kelly, Goulburn	Daniel Hansel, "
John Greene, Yass	Edward Sevensen, "
Joseph T. B. Gibbs, Sydney	Peter Hough, "
John Weston, Prospect	William Kiln, "
James Ferris, Parramatta	John Ganed, Vale of Clwydd Colliery
J. Milthorp, Terminus Hotel, Newcastle	Robert Hepple, Bowenfels C.M. Company
Edwin Jacobs	A. Anderson, Spring Grove
Alfred R. West, J.P., Cowra	Henry Baldock, Bowenfels
Rob. Stephenson, "	A. E. Conway, "
John Robertson, "	F. Raymond, "
John Clinch, "	A. Birming, "
Geo. N. Hoskins, Carcoar	John Malcolm, "
John Fagan, "	L. V. Hunter
A. Newsmith, "	W. Speer Coulter, Bowenfels
Joshua Lucc, "	I. Lloyd, "
I signed a few days ago, at Mount Victoria, and think it would be a great boon to travellers.	F. Poucet, "
John S. Smith, Molong.	Will Merrett, 214, Pitt-street
G. Carmichael, Porphyry, Seaham	James Hogan, Oberon
J. B. Carmichael, " "	M. R. W. Skugel
Jules Joubert, Sydney	T. R. Smith, Sydney
John Schofield	H. H. Bligh, St. Leonards
J. O'Neil, Pitt-street, Sydney	Walter H. Cooper, Sydney
J. A. Mann, Hunter's Hill and Parramatta	John Hanley Lowe, Hill End
H. Rose, Sydney	S. B. Daniel, Wellington
Thos. Dawson, Sydney	W. F. Parker, Grenfell
Geo. W. Vickers, Young	J. Mullens, Hunter-street, Sydney
John Young, Young	J. Sthrexford, George-street, Sydney
E. Poulton, Young and Sydney	William Gray
Rob. Barton Baxter, Young and Sydney	W. H. Delaney
J. Richardson, Young	H. Winters, Wallerawang
Abm. Cohen, "	M. Watkin, Sydney
W. M. Wallis, J.P., "	James Roberts, J.P., Harden
Arthur Robinson, "	Robt. Giddings, "
Nan R. Deacon, "	John Penman, "
Hopkins Kater, "	W. Neich, "
Henry Minter, "	B. R. Cummings, "
W. Trenery, "	W. Edgeworth, "
Sydney Kell, "	W. B. Montgomery, "
D. Davis & Son, "	W. Thompson, "
Edwin Barton, Wallerawang	T. Dwyer, "
James S. Ryan	Jas. Lay, "
Edward Lee, Sydney	S. Dixon, "
R. M. Fitzgerald, Rylstone	Alex. Johnstone, Parramatta
W. L. Stevenson, Polly Brenan	James Hogg, Marulan
W. F. Parker, Grenfell	Alfred Young, Sydney
Thomas Lee, Bathurst	E. Clarke, Young
C. Bath, Forbes	W. F. Wilkinson, Yass
S. S. Moses, Mudgee	W. S. Calls, "
Charles Solomon, Sydney	J. Walday, Waverley
A. Lipman, "	Robert Mackintosh, Yass
(Illegible)	John Kaleski, Burwood
Alfred Wood, Sydney	E. Poulton, Sydney
Henry J. Withers, "	James London, "
W. M'Burney, Manly Beach	John Howell, Yass
G. W. Eaton, Waverley	G. Cottrell, "
Geo. Coates, Fort-street	John Harper, "
E. T. Banest, Crown-street, Surry Hills	Arthur Remington, Hardwick
Sydney F. Davey, Bold Rock, Balmain	W. Glover, Yass
E. Brown, 3, Collins-street, Surry Hills	A. T. Colls, "
	Joseph Wallis, Mittagong

Name and Address.	Name and Address.
James Rob. Firth, Lunatic Asylum, Parramatta	William B. Boydell, Caergurle, Gresford, Paterson
Edwd. Manly, Hill End	H. H. Brown, Colstown, Gresford, Paterson
Samuel Jagoe, Trunkey	Gilbert Cory, Vacy, Paterson
J. S. Smith, Mamre, St. Mary's	William Billingsly, Cootamundra
W. Anderson, L.S., Hill End	George Troy, " "
J. B. Magney, 209, Bourke-street, Sydney	Alfred H. Ruth, " "
Jos. D. Single, Nepean	T. & G. Barnes, Murrumburrah
Edward King Cox	Jno. Eggben, Cootamundra
Rich. R. Armstrong, Royal Hotel, Bathurst	George Thompson, Nubba, Cootamundra
W. Phillips, Hill End	Samuel Gordon, " "
A. W. West, Solicitor, Bathurst	Edward J. Keith, " "
Alfred Pechey, " "	John Dasey, Nubba, Cootamundra
G. W. Green, Commercial Bank	James Jeffs, " "
Henry Stokes, Newcastle	James Gough, Muttama, <i>via</i> Gundagai
Charles F. Stokes & Co., " "	William Castwright, Cootamundra
John Broughton, " "	Chas. Bradman, " "
Geo. Tully, " "	Edward Deane Riley, " "
Law Sweatland, " "	Henry Statham, Sydney
M. Rendett, Sol., " "	John A. Badgery, Sutton Forest
E. H. Wallace, " "	Joseph Robert, Moss Vale
J. C. B. Cotton, Bank of New South Wales	John Adams, " "
Henry Burton, Circus	M. D. Woodland, Bong Bong
F. Din, merchant	John Alston, junr., Moss Vale
W. Petherbridge, merchant	Edwin Maguire, Kangaroo Valley
L. Alderson, Sydney	Patrick Maguire, " "
A. Hardwick, " "	Geo. Fesq, George-street, Sydney
Jacob Stom, Sandelfarm, Prospect Creek	P. B. Hurley, Campbelltown
John Spimpf, " "	— Huist, Sydney
Christian Spimpf, " "	S. B. Burge, Goulburn
W. Dorans, Fairfield	Geo. Anderson, Petersham
Walter Hodges, Sherwood	Frederick R. Searl, " "
John Carson, " "	B. Nelson, merchant, Orange
Adam Stein, Sandlofarm	Thos. J. Walsh, the Presbytery, Orange
James Stein, Smithfield	John Plumb, Orange
William Wood, Lansdowne	George Waddell, Bank Manager, Orange
John Anthony, Smithfield	W. H. Pinhey, " "
Edward Anthony, " "	F. O'Dwyer, Orange
Frank Paine, Liverpool	H. E. Risby, " "
R. Cobbe, 409, George-street, Sydney	John W. Cranley, Orange
W. Frost, " " "	H. Fletcher, " "
John Sands, Burong	J. Gleegg, " "
William Grovenur, Gunning	N. J. Denmead, " "
T. W. Conolly, senior, " "	J. Landawn, P.M., Ironbarks
W. R. Reynolds, " "	C. Bourke, Orange
John Mitchell, Dalton	John Hooke, Dingadee, Dungog
P. Mitchell, " "	F. A. Hooke, " "
Arthur Leary, Yass River	A. M'Donald, Underbank
John Leary, " "	W. Alorich, Dungog
Edmund Woodhouse, Gunning	J. E. Robertson, Cairnmore
W. S. Hall, " "	John Cleaven, Sandabank
W. John Blunt, " "	Thos. Harmar, Dungog
James Ferguson, " "	Thos. H. Harma, " "
James R. Best, " "	John Walker, " "
Richd. Grovenur, " "	Samuel Worsle, " "
John Glennie, Orindinna, Gresford, Paterson	John Robson, " "
Geo. B. Townshend, Trevallyn, Gresford, Paterson	H. Gordon, " "
James W. Boydell, Camyrallyn, Gresford, Paterson	Benjamin Hooke, Wide Gully, Dungog
John Dalglish, Campsie, Gresford, Paterson	E. H. Nicholas, Dungog
Thos. F. Boydell, " " "	Isaac Meech, " "
James M'Cormick, Clevedon, " "	Arthur Elsc, " "
R. Logan, Toryburn, Vacy, " "	Albert E. Dark, " "
Chas. F. Lindeman, Cawarra, Gresford, Paterson	T. Stein, Narellan
A. H. Lindeman, " " "	John Naples, Ellerslee
R. Park, Lewinsbrook, Gresford, Paterson	W. A. Wheatley, Narellan
John Bush, Post Office, " "	Francis Ferguson, Camden
Wm. Steer, Dunvegan, " "	John W. Lodge, Narellan
Edward Doyle, Clevedon, " "	S. Palmer, Ellerslee
Geo. Merrett, Sydney	C. Sohall, Narellan
G. T. Seccombe, Gresford, Paterson	H. Wigner, " "
George Bush, " "	R. F. Mutton, Camden
	John Stein, Eldersley
	Anton Begar, " "
	Daniel Noris, " "
	John Bruckhouse, Eldersley
	H. Fux, " "
	Carl Krust, Jerry's Plains
	William

Name and Address.	Name and Address.
William Gee, Jerry's Plains	Arthur W. Vile, Gosforth
John T. Frazer, "	John Burke, Windilla
William Dewhirst, Jerry's Plains	William Warner Aitkens, Gosforth
Henry X. Myers, "	William Vile, West Maitland
Henry Ham, "	James Sheppard, Mount Pleasant, Berrima
Thomas Brown, "	R. N. Mathew, Berrima
Joseph Merrick, "	Joseph Vogt, Mandemar
John Howard, "	Robert Moly, Berrima
Henry Alford, "	J. H. Woods, "
Leonard Bugess, "	J. Galbraith, "
Luke Pearson, "	Joseph Powel, "
C. Nelson, "	Thomas Lackey, "
James Hardman, "	G. Burns, "
William Wolfgang, "	C. Moore, "
Robert Power, Toongabbee, Seven Hills	James Reid, "
John Jacob Bohringer, " "	Edward Cooper, "
Frederick Martin, " "	Alfred Smail, "
Edward Johnston, " "	T. Moore, "
Andrew Goodwin, " "	John Chapman, "
John Klippert, " "	John Aunfield, "
Thomas J. Willis, " "	George T. Reid, "
Jacob Denzel, " "	Arthur Remington, Hardwick, Yass
Thomas Pye, Seven Hills	Alfred T. Colls, Grenfell
William Best, "	T. W. Slonell, Yass
Charles W. Heness, Blacktown	Fredk. A. Ramsay
John Luke, junr., Seven Hills	Thomas Walsh, Yass
John Johnson, "	C. Sliysnay, Globe Hotel, Yass
Charles Horwood, "	Thos. Johnson, String Flat, Murrumbidgee
Alfred John Howard, "	J. Macintosh, Sol., Bathurst
William Henry Smith, "	John M'Phillamy, "
W. B. Pett, storekeeper, Burrowa	John F. Clements, "
C. Weifert, "	Charles M'Phillamy, "
James Houghston, grazier, "	Henry Pine, "
J. J. Coughton, "	Rowland, "
George White, commercial traveller, Burrowa	John Felungar, "
Nonk Dencin, Bank of New South Wales, Burrowa	J. Binby, "
D. J. V. Neil, grazier, Burrowa	Edward Combes, Glanmire
Mich. Plough, storekeeper, "	A. W. West, Sol., Bathurst
Phillip Ryan, farmer, "	Rich. Read, "
Frederick Doulan, labourer, "	G. W. Suttor, "
Robert Goaley, farmer, "	Robert M'Phillamy, "
John M'Merny, " "	C. T. P. Lydiard, "
Thomas Ryan, " "	George Venroch, "
Harry Norton, draper, "	E. A. L. Sharpe, "
Zolm Hayes, "	John M'Phillamy, sen., "
Thos. J. O'Neill, auctioneer, &c., Burrowa	William West, Marengo
George Schofield, "	Henry Buttenshaw, "
Carl Breeht, Rosemount, Denman	William Kelly, Calobash
W. H. Purves, Oakdale, vine-setter, Denman	John Dean, Marengo
George Cameron, Tarraman	John West, "
W. L. C. Breeht, Rosemount, Denman	John Dean, junr., "
John Thomas Keys, Huga	William J. Odell, "
August Schroter, Martindale, Denman	Nat. Wells, Mombat
Henry Breeht, Grovchill, "	E. Williams, Marengo
Frederick Beushel, Frederick Run, Denman	Henry Bruce, "
John Baker, "	James Lowe, "
Charles Breeht, Rosemount, "	James Porter, "
John Graham, Richmond Grove, "	Thomas Vaughn, "
E. W. Stenhouse, storekeeper, Picton	J. T. W. Oldes, "
Robert Shoobridge, Oakes	John Brown, Eilerslich, Jerry's Plains
John Martin, J.P.	Frederick Stokes
C. H. Dunn, Oakes	John Mooney
William Coull, Picton	John Vigers
John Wild, Oakes	E. Vigers
John P. Drinan, Gosforth	Henry Kitton
John Sullivan, "	W. Ellis
Michael Drinan, "	William E. Holden
Stephen Hedges, Hillsborough	Robert E. Holden
John Pile, Gosforth	Joseph Ellis
Robert Vile, "	Matthew Allen
James W. Bannister, Gosforth	George Grace, senr.
Henry Morris Wigan, Anambah	Cornelius Grace
James Vile, Gosforth	W. Gray
William Morris, Lochinvar	G. A. G. Keble, junr.
Stephen Morris, "	Michael Howard, Arrowfield
Thomas Morris, "	Anthony Howard, "
Michael Kavernogh, Anambah	F. Buchholtz, Fredericsburgh Vineyard, John Mudgee

Name and Address.	Name and Address.
John G. Wurth, Pipeclay, Mudgee	James Stephens, Millondara
John Müller, " "	William Harkers, Moruya
Valentine Rheinberger, Willow Vale, "	James Martin, "
Hugo Rothe, Rothenberg, Home Rule	Aldolf Peters, "
A. Kurtz, Pipeclay, Mudgee	R. Bolt, Araluen
Jacob Rheinberger, Pipeclay, Mudgee	Peter Weber, storekeeper, Araluen
K. Kurtz, " "	C. W. Newman, Araluen
G. Pitterton, " "	D. Doherty, draper, "
H. Seale, " "	G. U. Allen, "
Louis Kremer, " "	John Christian Ulerig, vinegrower, Araluen
Peter J. Rheinberger, " "	W. B. Bruce, vinegrower
George A. Wurth, " "	Z. Delponte, "
Gustav Rothe, Rothenberg, Home Rule	A. W. Poss, Araluen
F. Schlachter, Mudgee	G. Perovicty, winegrower
L. C. Kelman, Orizata, Cesswick	Charles Pike, "
Patrick Fleming, Pokalbin, "	J. W. Browne, Araluen
Alfred J. Ingle, " "	Mathias Funt
G. J. M'Donald, Glenmore, Branxton	Thomas Williams
George Campbell, Daisy Hill, "	Henry Thompson, Araluen
Joseph B. Holmes, The Wilderness, Lochinvar	Thos. Talkner
T. Wills, Mount Wills, Branxton	Edwd. Murphy, Araluen
J. J. Bourke, Ashley, Cessnock	Thomas Stewart, North Richmond
E. Bourke, " "	Thomas Aitkens, Parramatta
John Bourke, " "	James Parkis, Sydney
James Love, Allendale, Lochinvar	G. H. Farman, Woolloomooloo
James Moore, Pokolbin, Cessnock	J. Wilson, Canterbury
Robert Birmingham, Pokolbin, Benah Cottage	John Kearnan, "
James M. Connell, Newcastle	Charles Brigg, Parramatta
Henry J. Bouffier, Cessnock	G. H. Jenkins, Nepean Towers
G. D. Daunt, Woodbine Cottage, Cessnock	A. M'Laughlin, Sodwalls
J. A. Gouldsburg, Post Office, "	D. M'Laughlin, South Creek
James King, Almond-place, Ulladulla	James Barry, "
B. Davies, Sungrove Farm, "	John Armstrong, "
Chas. Taylor, Ulladulla	T. G. Mackwell, junr., Mudgee
John Hession	James Smith, Parramatta
F. M'Mahon	D. D. Henderson, "
W. Francis, Milton	H. Coates, "
T. W. Garrard, "	Hy. Le Patourel (Capt.)
James Francis, "	W. Macdonald, Campbelltown
Thos. Mitchell, "	H. W. MacLaurin, Sydney
George Woods, "	B. Fairfax Brown, New Zealand
Alfred Francis, Burrill	J. B. Warburton, Pyrmont
Richard Newton, Milton	W. H. Brown, Campbelltown
Hugh Collar, Croobyar	Edmund A. T. Fry, Tweed River, N.S.W.
Alfred Mayo, Milton	Peter Flood, Parramatta
William Moon, "	H. P. Mulholland, Stanmore, Newtown
Andrew Moon, "	John Macintosh, Newtown
Henry Moon, "	John Spray, Sydney
Henry John Baker, Milton	James Spray, "
John Stein, Luddenham	Richd. Fryer, Hartley Vale
Joseph Anshan, "	W. J. Fernard, "
Conrad Blackman, Reginfield	P. C. Underwood, Sydney
James Graham, Greendale	James Brant, "
F. J. Anshan, Shoeman	Thos. Hordern, J.P., Manilla
Arthur Morehead, Greendale	Joseph Gooz, Burwood
Patrick A. Hearn, Luddenham	E. S. Jones, Sydney
Edward Howlett, "	G. H. Jones, "
Morthay Sullivan, "	G. W. Vidal, "
Angana Sullivan, "	Thos. Spencer, junr., Sydney
John Kannady, "	James Lowney, Goulburn
John Fitzgerald, The Oaks	Michael Sullivan, Sydney
Thomas Sullivan, Luddenham	John Connoly, "
Patrick Nugent, Brigelloy	Henry Baxter, "
William Moulder, Greendale	William Smith, Woolahra
Henry C. Ziegler, Pompey Point, Moruya	John D. Brooke, Parramatta
John Delosky, Mynora, Moruya	H. Wallis, Ashfield
Joseph Stard, Pompey Point, "	William Webster, Newtown
Francis Nock, Moruya	Philip Phillips
W. J. Clements, "	James J. Paterson, LL.D., William-street
Joseph Louttet, "	John Williams, Parramatta
Thomas E. Walker, "	W. C. Windeyer, Gundagai
Gustaf Nilson, "	E. W. Byrne, Bourke-street, Sydney
John Emmott, "	T. F. Goggin, College-street, "
George Knoz, "	W. J. Muir, Petersham
Earnest Kandon, "	John Wilkinson, Branxton
John M'Keon, "	F. Wilkinson, Oakdale, Branxton
Peter Flannigan, "	George H. Stephen, Oakdale, Branxton

Name and Address.	Name and Address.
Alfred Wilkinson, Oakdale, Branxton	W. H. Clements, Bogan River
James Hume, Sydney	J. R. Buff, Burwood
Robert Indwell, Parramatta	S. Bennet, "
W. Mason, Bathurst	C. J. Ryan, "
George A. Wray, Bathurst	John Murphy, "
Stephen Mangan, "	Robert A. Nathan, Petersham
Thos. Skinner, Sydney	A. S. Christie
Robert M. Larin, Dunedin	W. F. Barker, Burradoo
Wm. Laidley, Edge Cliff Road, Sydney	T. Street, Mittagong
J. Bear, Melbourne	E. Lamount, Parramatta
B. T. Gibson, Bell's Chambers, Pitt-st., Sydney	J. Butler, 793, George-st.
T. Lewis Webster, New Zealand	Daniel Holborow, Mayor, Ashfield
John Buarley, Petersham	C. Ring Shillamy, Homebush
Chas. W. Weekes, Burwood	G. H. Thornton, Longwood, Darling Point
— Clack, Sydney	C. C. Skarratt, "Royal Hotel," Sydney
D. Wilson, "	H. Dawson, Burwood
T. W. Peck, Haslem's Creek	Herbert Lumsdaine, Burwood
Francis Freehill, B.A., Sydney	H. Kennedy, Gunning
T. V. Alter, Gladesville	F. Disailly, Riverina
Geo. Larnach, Concord	A. F. French, Petty's Hotel
W. B. Chapman, Burwood	E. B. Lumsdaine, Surry Hills
James Tingle, Ashfield	Frederick Hooke, Sydney
T. R. Selright, Sydney	J. F. B. Wedderburn, "
James Bennett, "	— Coberoft
Charles Barton, Glebe Point	A. Fairfax, Burwood
John M'Kay, Castlereagh-st.	Richard Oatley, Newtown
C. Wheeler, Petersham	George James, Burwood
John Regan	James Clark, Redfern
Hugh Fanclaugh, Parramatta	M. Raper, Mulgrave
Chas. Towers, Ashfield	Maurice Reynolds, solicitor, Parramatta
Robert Clark, Glebe Point	I also hope the officials will not be restricted from enjoying the Refreshment Room.
Michael Dunn, 4, Carlton-st.	Maurice Reynolds
T. Cerden, Richmond	T. K. Brown, Ryde
James Murphy, Bullanaming-st.	William Ross, 150, Pitt-street
R. Champion	H. T. Bowatt, Newtown
P. S. Buyers, Ashfield	George Ross, Bathurst
John Parkins, Homebush	H. M'Mahon, Sydney
Geo. T. Patterson, M.D. & C., 171, Princes- terrace	H. Collis, Ashfield
W. Pegriom, 115, Regent-st.	Daniel Wood, Railway Family Hotel
A. J. Allan, Gulgong	J. C. Shoobert, Sydney
John Pope, Ashfield	R. Dickson, "
W. N. Bent, Parramatta	

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION IN FAVOUR OF—CITIZENS AND RAILWAY TRAVELLERS.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned citizens of New South Wales and travellers on the Government Railways beg most respectfully to invite your attention to the fact that a very large proportion of the passengers are deprived of the privilege of purchasing wine, beer, or spirits at the refreshment rooms; such purchases can be made on nearly all the railways out of New South Wales, and your Petitioners pray that you will be good enough to pass a measure which will allow wine, beer, and spirits to be sold at the refreshment rooms under necessary restrictions, believing that such law will be much more satisfactory to the travelling public than the existing regulations.

Your Petitioners therefore humbly pray, &c., &c.

[*Here follow 550 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION IN FAVOUR OF—CITIZENS AND TRAVELLERS OF NEW SOUTH WALES.)

Ordered by the Legislative Assembly to be printed, 10 June, 1875.

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

The Petition of the undersigned Citizens of New South Wales, and Travellers on the Government Railways,—

MOST RESPECTFULLY SHOWETH :—

That a very large proportion of the passengers are deprived of the privilege of purchasing wine, beer, or spirits at the refreshment rooms ; such purchases can be made on nearly all the railways out of New South Wales ; and your Petitioners pray that you will be good enough to pass a measure which will allow wine, beer, and spirits to be sold at the refreshment rooms, under necessary restrictions, believing that such law will be much more satisfactory to the travelling public than the existing regulations.

Your Petitioners therefore humbly pray, &c.

[*Here follow 417 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION IN FAVOUR OF—CITIZENS AND TRAVELLERS OF NEW SOUTH WALES.)

Ordered by the Legislative Assembly to be printed, 22 June, 1875.

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

The Petition of the undersigned Citizens of New South Wales, and Travellers on the Government Railways,—

HUMBLY SHOWETH :—

That a very large proportion of the passengers are deprived of the privilege of purchasing a glass of wine, beer, or spirits at the refreshment rooms; such purchases can be made on nearly all the railways out of New South Wales; and your Petitioners pray that you will be good enough to pass a measure which will allow wine, beer, and spirits to be sold at the refreshment rooms, under necessary restrictions, believing that such law will be much more satisfactory to the travelling public than the existing regulations.

Your Petitioners therefore humbly pray, &c.

[Here follow 106 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION IN FAVOUR OF—CITIZENS AND TRAVELLERS OF NEW SOUTH WALES.)

Ordered by the Legislative Assembly to be printed, 22 June, 1875.

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

The Petition of the undersigned Citizens of New South Wales, and Travellers on the Government
Railways,—

HUMBLY SHOWETH:—

That a very large proportion of the passengers are deprived of the privilege of purchasing wine, beer, or spirits at the refreshment rooms; such purchases can be made on nearly all the railways out of New South Wales; and your Petitioners pray that you will be good enough to pass a measure which will allow wine, beer, and spirits to be sold at the refreshment rooms, under necessary restrictions, believing that such law will be much more satisfactory to the travelling public than the existing regulations.

Your Petitioners therefore humbly pray, &c.

[*Here follow 216 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF LIQUORS LICENSING ACT AMENDMENT BILL.

(PETITION AGAINST—INHABITANTS OF PADDINGTON, WAVERLEY, WOOLLAHRA, AND WATERLOO.)

Ordered by the Legislative Assembly to be printed, 7 May, 1875.

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

The Petition of the undersigned Inhabitants of Paddington, Waverley, Woollahra, and
Waterloo,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes any Bill to legalize the sale of intoxicating drinks on our Railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 362 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF LIQUORS LICENSING ACT AMENDMENT BILL.

(PETITION AGAINST—CITIZENS OF BATHURST, IN PUBLIC MEETING ASSEMBLED.)

Ordered by the Legislative Assembly to be printed, 19 May, 1875.

To the Honorable the Legislative Assembly, in Parliament assembled.

The Petition of the undersigned Citizens of Bathurst, in Public Meeting assembled,—

HUMBLY SHOWETH:—

That they view with alarm the proposed alteration in the "Licensed Publicans' Act" to extend its operations to the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies travelling, and have generally an injurious effect upon the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[*Here follow 365 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS AT RAILWAY
STATIONS.

(PETITION AGAINST—LICENSED VICTUALLERS' ASSOCIATION OF NEW SOUTH WALES.)

Ordered by the Legislative Assembly to be printed, 27 May, 1875.

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

The Petition of the Licensed Victuallers' Association of New South Wales,—

HUMBLY SHOWETH :—

That they regard the proposed introduction of an annual licensing fee of £10 (ten pounds) for the sale of fermented and spirituous liquors at the Railway Stations of the Colony as an invasion on vested rights, inasmuch as many licensed victuallers have expended large sums of money in the purchase of land and erection of hotels near these Railway Stations, in addition to their having to pay the full license fee of £30 per annum. Such a license fee as that proposed would deprive these licensed victuallers of a large proportion of their legitimate trade and profits, if it did not entirely cause them to relinquish business altogether.

Your Petitioners therefore humbly pray that your Honorable House will not consent to any license being granted to the refreshment rooms at the Railway Stations at a less annual fee than that paid by the licensed victuallers of the Colony.

And your Petitioners, as in duty bound, will ever pray.

Signed on behalf of the Licensed Victuallers' Association of New South Wales,—

(L.S.)

J. B. OLLIFFE, Elizabeth-street, President,
E. LEWIS SCOTT, 30, Botany-street, General Secretary.

1875.

—
LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

**SALE OF INTOXICATING LIQUORS IN RAILWAY
 REFRESHMENT ROOMS.**

(PETITION AGAINST—CITIZENS OF GOULBURN.)

Ordered by the Legislative Assembly to be printed, 27 April, 1875.

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

The Petition of the undersigned Citizens of Goulburn,—

HUMBLY SHOWETH:—

That they view with alarm the introduction of a measure to legalize the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of employés; and they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, travelling, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 789 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY REFRESHMENT ROOMS.

(PETITION AGAINST—INDEPENDENT ORDER OF GOOD TEMPLARS.)

Ordered by the Legislative Assembly to be printed, 30 April, 1875.

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

The respectful Petition of the undersigned, the Executive Council of the Grand Lodge of New South Wales of the Independent order of Good Templars,—

HUMBLY SHOWETH:—

That your Petitioners are dutiful and loyal subjects of Her Most Gracious Majesty the Queen, and are electors of your Honorable House.

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exists, is the direct result of the traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of the accidents, destruction of property, and loss of human life, which are now of frequent occurrence.

That your Petitioners have observed, with great satisfaction, that accidents on the railways in this Colony have been very rare, a fact which no doubt may be traceable, in part at least, to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations in this Colony, and that your Honorable House has this question before it.

That your Petitioners believe that the sale of intoxicants at our railway stations would be injurious to the general public, render railway travelling less pleasant and more dangerous than at present, and would not produce any corresponding advantages.

That proper refreshments for all the necessary purposes of travellers may be provided at the railway stations without introducing the dangerous practice of selling intoxicating drinks there.

Your Petitioners therefore pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations in this Colony.

And, as in duty bound, your Petitioners will ever pray, &c.

Office of the Grand Lodge,
Sydney, 18 April, 1875.

[Here follow 5 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF CHALMERS' PRESBYTERIAN CHURCH.)

Ordered by the Legislative Assembly to be printed, 30 April, 1875.

To the Honorable the Legislative Assembly of N.S.W., in Parliament assembled.

The Petition of the undersigned Minister and Members of the Presbyterian Church, Chalmers',
Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés.

And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on the railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 54 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF MARINERS CHURCH.)

Ordered by the Legislative Assembly to be printed, 30 April, 1875.

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

The Petition of the undersigned Minister and members of the Mariners Church, George-street, Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés.

And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 52 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY REFRESHMENT ROOMS.

(PETITION AGAINST—REPRESENTATIVES OF SONS OF TEMPERANCE.)

Ordered by the Legislative Assembly to be printed, 30 April, 1875.

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

The Petition of the Representatives of seventy-one subdivisions, consisting of four thousand two hundred and eighty-six members, under the jurisdiction of number one, Grand Division, Sons of Temperance, located in Sydney East, in Quarterly Session assembled,—

HUMBLY SHOWETH:—

That they view with alarm the proposed Bill introduced into your Honorable House, to legalize the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes; and they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, travelling, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 41 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—INHABITANTS OF GLEBE AND BALMAIN.)

Ordered by the Legislative Assembly to be printed, 4 May, 1875.

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

The Petition of the undersigned 304 Inhabitants of the Glebe and Balmain,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés.

And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 304 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—INHABITANTS OF NEWTOWN, CAMPERDOWN, AND MARRICKVILLE.)

Ordered by the Legislative Assembly to be printed, 4 May, 1875.

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

The Petition of the undersigned Inhabitants of Newtown, Camperdown, and Marrickville,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 414 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—SONS OF TEMPERANCE.)

Ordered by the Legislative Assembly to be printed, 4 May, 1875.

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

The Petition of the undersigned Citizens of the Northern Districts, Members of the Grand Division of the Sons of Temperance, and representing one thousand members of the Order.

HUMBLY SHOWN:—

That they view with alarm the sale of fermented and spirituous liquors at the refreshment rooms on the railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of Railway employés. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners, therefore, humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 13 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST--YOUNG MEN'S CHRISTIAN ASSOCIATION.)

Ordered by the Legislative Assembly to be printed, 4 May, 1875.

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

The Petition of the undersigned, the Sydney Young Men's Christian Association, King-street,
Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of intoxicating and spirituous liquors at the refreshment rooms on the railway lines. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés; and they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 44 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—INHABITANTS OF RYDE.)

Ordered by the Legislative Assembly to be printed, 6 May, 1875.

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

The Petition of the undersigned 105 Inhabitants of Ryde,—

HUMBLY SHOWETH :—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks to engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés.

And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 105 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—CITIZENS OF MAITLAND.)

Ordered by the Legislative Assembly to be printed, 6 May, 1875.

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

The Petition of the undersigned citizens of Maitland,—

HUMBLY SHOWETH:—

That they view with alarm the introduction of the sale of fermented and spirituous liquors at the refreshment rooms on the railways.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés; and they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 114 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY REFRESHMENT ROOMS.

(PETITION AGAINST—BISHOP OF SYDNEY, CLERGY, AND OTHERS.)

Ordered by the Legislative Assembly to be printed, 6 May, 1875.

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

The Petition of the undersigned, The Bishop of Sydney, Dean, Canons, Clergymen, and others of the "Church of England Synod",—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés.

And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 34 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF THE CONGREGATIONAL CHURCH, SYDNEY.)

Ordered by the Legislative Assembly to be printed, 7 May, 1875.

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

The Petition of the undersigned Minister and Members of the Congregational Church, Pitt-street, Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés.

And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 68 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—INHABITANTS OF YASS.)

Ordered by the Legislative Assembly to be printed, 18 May, 1875.

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

We, the undersigned Inhabitants of Yass,—

HUMBLY SHOWETH:—

That they view with alarm the proposed alteration in the "Licensed Publicans' Act" to extend its operation to the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, travelling, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, therefore, as in duty bound, will ever pray.

[Here follow 110 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—RESIDENTS IN CAMPBELLTOWN.)

Ordered by the Legislative Assembly to be printed, 18 May, 1875.

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

The Petition of the undersigned residents in Campbelltown,—

HUMBLY SHOWETH:—

That they view with alarm the proposed alteration in the "Licensed Publicans' Act" to extend its operations to the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes; and they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 89 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—RESIDENTS OF MURRURUNDI.)

Ordered by the Legislative Assembly to be printed, 19 May, 1875.

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

The Petition of the undersigned Residents of the Town of Murrurundi,—

HUMBLY SHOWETH :—

1st. That in the interests of the public safety they view with the greatest alarm the proposed measure now before your Honorable House, to legalize the sale of fermented and spirituous liquors at the railway refreshment rooms.

Hitherto railway travelling in New South Wales has happily been attended with but very few accidents, but your Petitioners fear (judging from the number of railway accidents in England, clearly traceable in many cases to the drunkenness of railway officials) that to afford facilities in this Colony to the employes of the Railway Department of obtaining drink at the refreshment rooms, will greatly tend to endanger the safety and lives of the passengers travelling by rail.

2nd. They also believe that ready access to such drinks will result in much annoyance and discomfort to respectable persons, and great danger to unprotected ladies travelling alone.

3rd. Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject the Bill now under your consideration, by which it is proposed to legalize the sale of liquors at the railway refreshment rooms, and which we fear, if passed into law, will be fraught with great danger to the lives and morals of the public travelling on the railway lines of the Colony.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 54 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF ST. FRANCIS'S ROMAN CATHOLIC CHURCH, CAMPBELL-STREET, SYDNEY.)

Ordered by the Legislative Assembly to be printed, 20 May, 1875.

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

The Petition of the undersigned Minister and Members of St. Francis's Roman Catholic Church,
Campbell-street, Sydney,—

HUMBLY SHOWETH :—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[*Here follow 60 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—CITIZENS OF SYDNEY.)

Ordered by the Legislative Assembly to be printed, 20 May, 1875.

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

The Petition of the undersigned Citizens of Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drink at the refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 5,379 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—CITIZENS OF CITY OF SYDNEY.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned Citizens of City of Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of intoxicating drinks at the refreshment rooms on our railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drinks at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of fermented and spirituous liquors on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 68 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF THE PARTICULAR BAPTIST CHURCH, SYDNEY.)

Ordered by the Legislative Assembly to be printed, 20 May, 1875.

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

The Petition of the undersigned Ministers and Members of the Particular Baptist Church,
Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes; and they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drink on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 20 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF THE BAPTIST CHURCH, HARRIS-STREET, SYDNEY.)

Ordered by the Legislative Assembly to be printed, 20 May, 1875.

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

The Petition of the undersigned Minister and Members of the Baptist Church, Harris-street, Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 45 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY REFRESHMENT ROOMS.

(PETITION AGAINST—RESIDENTS OF FANGALOOON.)

Ordered by the Legislative Assembly to be printed, 27 May, 1875.

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

The respectful Petition of the undersigned residents of Fangaloon, in the Colony of New South Wales,—

HUMBLY SHOWETH:—

That your Petitioners are dutiful and loyal subjects of Her Most Gracious Majesty the Queen, and are electors of your Honorable House.

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exists, is the direct result of the traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of the accidents, destruction of property, and loss of human life, which are now of frequent occurrence.

That your Petitioners have observed, with great satisfaction, that accidents on the railways of this Colony have been very rare, a fact which no doubt may be traceable, in part at least, to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations in this Colony, and that your Honorable House has this question before it.

That your Petitioners believe that the sale of intoxicants at our railway stations would be injurious to the general public, render railway travelling less pleasant and more dangerous than at present, and would not produce any corresponding advantages.

That proper refreshments for all the necessary purposes of travelling may be provided at the railway stations without introducing the dangerous practice of selling intoxicating drinks there.

Your Petitioners therefore pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations of this Colony.

And, as in duty, your Petitioners will ever pray, &c.

[Here follow 48 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—RESIDENTS OF HILL END)

Ordered by the Legislative Assembly to be printed, 27 May, 1875.

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

The respectful Petition of the undersigned Residents of Hill End, in the Colony of New South Wales,—

HUMBLY SHOWETH:—

That your Petitioners are dutiful and loyal subjects of Her Most Gracious Majesty the Queen, and are electors of your Honorable House.

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exist is the direct result of the traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of accidents, destruction of property, and loss of human life, which are now of frequent occurrence.

That your Petitioners have observed with great satisfaction that accidents on the railways of this Colony have been very rare, a fact which no doubt may be traceable in part at least to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations in this Colony, and that your Honorable House has this question before it.

That your Petitioners believe that the sale of intoxicants at our railway stations would be injurious to the general public, render railway travelling less pleasant and more dangerous than at present, and would not produce any corresponding advantages.

That proper refreshment for all the necessary purposes of travellers may be provided at the railway stations without introducing the dangerous practice of selling intoxicating drinks there.

Your Petitioners therefore pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations in this Colony.

And, as in duty, your Petitioners will ever pray.

Hill End, May 5th, 1875.

[Here follow 234 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—RESIDENTS OF SHOALHAVEN.)

Ordered by the Legislative Assembly to be printed, 27 May, 1875.

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

The respectful Petition of the undersigned Residents of Shoalhaven, in the Colony of New South Wales,—

HUMBLY SHOWETH:—

That your Petitioners are dutiful and loyal subjects of Her Most Gracious Majesty the Queen, and are electors of your Honorable House.

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exists, is the result of the traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of the accidents, destruction of property, and loss of human life, which are now of frequent occurrence.

That your Petitioners have observed, with great satisfaction, that accidents on the railways of this Colony have been very rare, a fact which no doubt may be traceable, in part at least, to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations in this Colony, and that your Honorable House has this question before it.

That your Petitioners believe that the sale of intoxicants at our railway stations would be injurious to the general public, render railway travelling less pleasant and more dangerous than at present, and would not produce any corresponding advantages.

That proper refreshment for all the necessary purposes of travellers may be provided at the railway stations without introducing the dangerous practice of selling intoxicating drinks there.

Your Petitioners therefore pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations in this Colony.

And, as in duty, your Petitioners will ever pray, &c.

[Here follow 100 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—CITIZENS OF NEWCASTLE AND MEMBERS OF THE DAY DAWN DIVISION SONS OF TEMPERANCE.)

Ordered by the Legislative Assembly to be printed, 4 June, 1875.

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

The Petition of the undersigned Citizens of Newcastle and Members of the Day Dawn Division Sons of Temperance,—

HUMBLY SHOWETH:—

That they view with alarm the introduction of a Bill to legalize the sale of fermented and spirituous liquors at the refreshment rooms on the railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[*Here follow 33 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF THE WESLEYAN CHURCH, BOURKE-STREET, SYDNEY.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned Minister and Members of the Wesleyan Church, Bourke-street, Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employès. And they also believe that the supply of intoxicating drink at the refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our line of railways.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 52 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY REFRESHMENT ROOMS.

(PETITION AGAINST—MASTER AND STUDENTS OF CAMDEN COLLEGE, NEWTOWN.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned Master and Students of Camden College, Newtown,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicants on our railway lines.

And your Petitioners, therefore, as in duty bound, will ever pray.

[*Here follow 4 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND OFFICE-BEARERS OF ST. STEPHEN'S CHURCH.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned Minister and office-bearers of St. Stephen's Church, Phillip-street, Sydney,—

HUMBLY SHOWETH :—

That your Petitioners view with alarm the proposal made in your Honorable House to extend the sale of fermented and spirituous liquors to the refreshment rooms on the railway lines of this Colony.

That your Petitioners are of opinion that the increase of facilities for drinking intoxicating liquors increases proportionately the evils of drunkenness and crime ; that temptation by this would be put before engine-drivers and others, entrusted with the trains, whereby they might be incapacitated for the management of said trains, to the great danger of the lives of passengers on the lines ; and that annoyance would be given to respectable persons, especially ladies, by persons under the influence of strong drink.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks at any of the refreshment rooms on the Railways of this Colony.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 7 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER OF WELSH CHURCH, ALSO MEMBERS AND OTHERS IN SYDNEY.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned Minister of Welsh Church, also Members and others in Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the lines of railway.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drinks at the refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our lines of railways.

And your Petitioners, as in duty bound, will ever pray.

{ Here follow 10 signatures. }

1875.

—
 LEGISLATIVE ASSEMBLY.
 NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
 REFRESHMENT ROOMS.

(PETITION AGAINST—OFFICERS AND MEMBERS OF THE HASTE TO THE RESCUE LODGE, No. 3, OF THE INDEPENDENT ORDER OF
 GOOD TEMPLARS.)

—
Ordered by the Legislative Assembly to be printed, 9 June, 1875.
 —

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

The respectful Petition of the undersigned Officers and Members of the Haste to the Rescue Lodge, No. 3, of the Independent Order of Good Templars, residents of the Borough of Balmain, in the Colony of New South Wales,—

HUMBLY SHOWETH:—

That your Petitioners are dutiful and loyal subjects of Her Most Gracious Majesty the Queen.

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exist is the direct result of the traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of the accidents, destruction of property, and loss of life, which are now of frequent occurrence.

That your Petitioners have observed, with great satisfaction, that accidents on the railways of this Colony have been very rare, a fact which no doubt may be traced, in part at least, to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations in this Colony, and that your Honorable House has this question before it.

That your Petitioners believe that the sale of intoxicants at our railway stations would be injurious to the general public, render railway travelling less pleasant and more dangerous than at present, and would not produce any corresponding advantages.

That proper refreshment for all the necessary purposes of travellers may be provided at the railway stations without introducing the dangerous practice of selling intoxicating drinks there.

Your Petitioners therefore pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations in this Colony.

And, as in duty, your Petitioners will ever pray, &c.

[Here follow 48 signatures.]

Balmain, May 12th, 1875.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTERS AND OTHERS OF THE PRIMITIVE METHODIST CHURCHES IN KENT
AND CROWN STREETS, SYDNEY.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned Ministers and others, of the Primitive Methodist Churches in
Kent and Crown Streets, Sydney,—

HUMBLY SHOWETH :—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented
and spirituous liquors at the refreshment rooms on the line of railways.

They believe that ready access to intoxicating by engine-drivers, stokers, pointsmen, and other rail-
way workers, would seriously endanger the safety which has hitherto attended railway travelling in New
South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness
of railway employés. And they also believe that the supply of intoxicating drinks at such refreshment
rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have
generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any
Bill which proposes to legalize the sale of intoxicating on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 57 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—ARCHBISHOP VAUGHAN AND OTHERS.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned His Grace Archbishop Vaughan, Master and Students of St. John's College, Sydney, and from the Dean and others of St. Mary's Cathedral,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drinks at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[*Here follow 18 signatures.*]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS, BOURKE-STREET BAPTIST CHURCH, WOOLLOOMOOLOO BAY)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

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

The Petition of the undersigned Minister and Members, Bourke-street Baptist Church,
Woolloomooloo Bay,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes. And they also believe that the supply of intoxicating drink at the refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 18 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—SOCIETY OF FRIENDS.)

Ordered by the Legislative Assembly to be printed, 10 June, 1875.

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

The Petition of the undersigned Elders and Members, &c., of the Society of Friends, Devonshire-street, Sydney,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drinks at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 11 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—OFFICERS OF No. 5 LODGE OF GOOD TEMPLARS.)

Ordered by the Legislative Assembly to be printed, 10 June, 1875.

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

The respectful Petition of the undersigned Officers and Members of the Dayspring Lodge No. 5 of the Independent Order of Good Templars, residents of Sydney, in the Colony of New South Wales,—

HUMBLY SHOWETH:—

That your Petitioners are dutiful and loyal subjects of Her Most Gracious Majesty the Queen, and are electors of your Honorable House.

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exists, is the direct result of the traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of the accidents, destruction of property, and loss of human life, which are now of frequent occurrence.

That your Petitioners have observed with great satisfaction that accidents on the railways of this Colony have been very rare, a fact which no doubt may be traceable, in part at least, to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations in this Colony, and that your Honorable House has this question before it.

That your Petitioners believe that the sale of intoxicants at our railway stations would be injurious to the general public, render railway travelling less pleasant and more dangerous than at present, and would not produce any corresponding advantages.

That proper refreshments for all the necessary purposes of travellers may be provided at the railway stations without introducing the dangerous practice of selling intoxicating drinks there.

Your Petitioners, therefore, pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations in this Colony.

And, as in duty, your Petitioners will ever pray, &c.

5th May, 1875.

[Here follow 10 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER AND MEMBERS OF THE CONGREGATION CHURCH, WATERLOO.)

Ordered by the Legislative Assembly to be printed, 10 June, 1875.

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

The Petition of the undersigned Minister and Members of the Congregation Church,
Waterloo,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employes. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

Signed on behalf of the Church and Congregation.

[Here follow 3 signatures.]

1875.

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LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—MAGISTRATES OF THE CITY OF SYDNEY.)

Ordered by the Legislative Assembly to be printed, 10 June, 1875.

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

The Petition of the undersigned Magistrates of the City of Sydney,—

HUMBLY SHOWETH :—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the railway lines.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drinks at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 19 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—SONS OF TEMPERANCE OF GUNDAROO.)

Ordered by the Legislative Assembly to be printed, 11 June, 1875.

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

The humble Petition of the Sons of Temperance and other inhabitants of Gundaroo,—

HUMBLY SHOWETH :—

That your Petitioners view with alarm Mr. Pilcher's proposed Bill to legalize the sale of fermented and spirituous liquors at the various railway stations along the line. That your Petitioners most respectfully beg to state that they are opposed to the passing of this Bill for other reasons than those based upon total abstinence principles.

1st. Because it has been clearly proved by facts admitted by all who have studied the question that four-fifths of the accidents on railway lines have been and are caused by want of proper care—men slightly under the influence of drink, without being drunken, often become foolhardy and careless—thus the lives of persons travelling are endangered.

2nd. Because they hold that no Government has a right to place temptation in the way of its officials and then punish them for falling into a trap laid under the protection of the law.

3rd. Because they hold that their wives and children, when travelling, have a right to be protected from insult and annoyance consequent by drunken men; and temptations to drunkenness should be guarded against by all possible means along our railway lines.

4th. To license these refreshment rooms will be a gross injustice to a body of men who, wisely or unwisely, pay large sums annually for the privilege of selling intoxicating drinks.

5th. Because there can be no possible necessity for the sale of intoxicating drinks at termini in the immediate vicinity of which licensed houses are to be found.

Your Petitioners humbly pray that your Honorable House will give these objections due consideration, and throw out a Bill the passing of which will we feel be productive of danger and crime.

And your Petitioners will ever pray.

[Here follow 16 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—GOOD TEMPLARS OF NEWCASTLE.)

Ordered by the Legislative Assembly to be printed, 11 June, 1875.

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

The respectful Petition of the undersigned Members of the Independent Order of Good Templars, and dutiful and loyal subjects of Her Most Gracious Majesty Queen Victoria, and also electors of your Honorable House, residents in or near Newcastle,—

HUMBLY SHOWETH:—

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exist in this Colony is the direct result of the legalized traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of the accidents, destruction of property, and loss of human life, which are of frequent occurrence.

That your Petitioners have observed with great satisfaction, that accidents on the railways in this Colony have been comparatively rare, a fact which no doubt may be attributable for the most part to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with extreme regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations, and that your Honorable House has sanctioned the introduction of a Bill for that purpose.

That your Petitioners are of opinion the sale of spirituous and malt liquors at our railway stations would be highly injurious to the general public, rendering railway travelling more dangerous than at present, and that without producing any corresponding advantages.

That all necessary refreshments for the purposes of travellers can be provided at the railway stations without introducing the practice of selling intoxicating drinks there, a practice which in other Countries has occasioned most terrible catastrophes.

Your Petitioners therefore pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations in this Colony.

And, as in duty bound, your Petitioners will ever pray, &c.

[Here follow 24 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY REFRESHMENT ROOMS.

(PETITION AGAINST—MINISTER, MEMBERS, AND OTHERS, OF THE PRESBYTERIAN CHURCH OF
BALMAIN.)

Ordered by the Legislative Assembly to be printed, 16 June, 1875.

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

The Petition of the undersigned Minister, Members, and others, of the Presbyterian Church of
Balmain,—

HUMBLY SHOWETH:—

That they view with alarm the proposal made by Mr. Pilcher to extend the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways.

They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drinks at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 48 signatures.]

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—No. 18 LODGE OF GOOD TEMPLARS.)

Ordered by the Legislative Assembly to be printed, 17 June, 1875.

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

The respectful Petition of the undersigned Officers and Members of the Evening Star Lodge No. 18 of the Independent Order of Good Templars, residents of Parramatta, in the Colony of New South Wales,—

HUMBLY SHOWETH:—

That your Petitioners are dutiful and loyal subjects of Her Most Gracious Majesty the Queen, and are electors of your Honorable House.

That your Petitioners are of opinion that a very large proportion of the poverty, ignorance, disease, and crime which now exist, is the direct result of the traffic in intoxicating drinks, and that to the same cause may be traced a large proportion of the accidents, destruction of property, and loss of human life, which are now of frequent occurrence.

That your Petitioners have observed with great satisfaction that accidents on the railways of this Colony have been very rare, a fact which no doubt may be traceable, in part at least, to the absence of intoxicants from our railway stations.

That your Petitioners have learnt with regret that an effort is now being made to sanction by law the sale of spirituous and malt liquors at the railway stations in this Colony, and that your Honorable House has this question before it.

That your Petitioners believe that the sale of intoxicants at our railway stations would be injurious to the general public, render railway travelling less pleasant and more dangerous than at present, and would not produce any corresponding advantages.

That proper refreshments for all the necessary purposes of travellers may be provided at the railway stations without introducing the dangerous practice of selling intoxicating drinks there.

Your Petitioners, therefore, pray your Honorable House to refuse to sanction any measure that would have the effect of legalizing the sale of intoxicants at any of the railway stations in this Colony.

And, as in duty, your Petitioners will ever pray, &c.

Parramatta, April 26th, 1875.

[Here follow 22 signatures.]

. 1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SALE OF INTOXICATING LIQUORS IN RAILWAY
REFRESHMENT ROOMS.

(PETITION AGAINST—SONS OF TEMPERANCE OF BINDA.)

Ordered by the Legislative Assembly to be printed, 6 July, 1875.

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

The Petition of the undersigned Residents and Members of the Sons of Temperance of the Town of Binda, in session assembled,—

HUMBLY SHOWETH:—

That they view with alarm the proposed introduction of a measure to legalize the sale of fermented and spirituous liquors at the refreshment rooms on the line of railways. They believe that ready access to intoxicating drinks by engine-drivers, stokers, pointsmen, and other railway workers, would seriously endanger the safety which has hitherto attended railway travelling in New South Wales, as it is notorious that many accidents in England have been occasioned by the drunkenness of railway employés. And they also believe that the supply of intoxicating drink at such refreshment rooms would tend to the discomfort and annoyance of respectable persons, especially ladies, travelling, and have generally an injurious effect on the community.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to reject any Bill which proposes to legalize the sale of intoxicating drinks on our railway lines.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 30 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SUBORDINATE ROADS UNDER TRUSTEES.

(SHOWING PROPOSED DISTRIBUTION OF VOTE ON ESTIMATES.)

Ordered by the Legislative Assembly to be printed, 31 March, 1875.

CLASSIFICATION AND PROPOSED DISTRIBUTION FOR 1875.

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874.	1875.			
Northern Roads.						
						£
1	3	3	3	5	Road from Middle Harbour to Pittwater Road	75
2	3	3	3	16	" Manly Cove to Pittwater	240
3	...	5	5	16	" Newcastle to Lake Macquarie Heads	112
4	4	4	4	13	" Waratah to Maitland	130
5	5	5	5	22	" Wallsend to Maitland and Gosford Road at Coorabong	154
6	5	5	5	5	" Coorabong Wharf to Dora Creek... ..	35
7	5	3	3	17	" Stockton to Raymond Terrace	255
8	5	5	5	5	" Stockton and Raymond Terrace Road to Saltash	35
9	2	2	2	31	" Raymond Terrace to Stroud	775
10	3	3	3	73	" Stroud, <i>via</i> Gloucester, to Tinonee	1,095
11	5	5	5	17	" Tinonee and Gloucester Road to Clarkin's Crossing, Wollomba River	119
12	2	2	2	7	" Tinonee to Cundle	175
13	4	4	4	16	" Cundle <i>via</i> Lansdowne to Junction with Jones' Island Road, near Pipeclay Creek	160
14	5	5	5	12	" Tinonee to Bohnock... ..	84
15	6	6	6	6	" Tinonee to Wingham Ferry	80
16	4	4	4	7	" Through Oxley Island	70
17	5	5	5	2	" Tinonee and Bohnock Road to south channel of the Manning River (Redbank Road)	14
18	6	4	4	8	" Tinonee and Cundle Road to Wingham	80
19	5	5	5	11	" Wingham to Wherrol Flat, Dingo Creek	77
20	...	6	6	7	" Burril Creek to Wingham and Black Flat Road ..	35
21	4	4	4	57	" Wingham, on the left bank of the Manning River, <i>via</i> Black Flat to Nowendoc	570
22	5	5	5	11	" Wingham and Wherrol Flat Road, up eastern branch of Dingo Creek, <i>via</i> Marlec Flat, to Bobin Flat	77
23	...	4	4	4	" Morton's Creek to Papenborough Creek, on north bank of Hastings River	40
24	5	5	5	20	" Rolland's Plains to Glen Esk, Upper Plains	140
25	5	5	5	4	" Rolland's Plains to Ballingara Wharf	28
26	...	...	5	20	" Rolland's Plains to Yarrowell Falls, Macleay River	140
27	5	5	5	3	" Raymond Terrace and Stroud Road to Raymond Terrace and Seaham Road (Miscal's Road)	21
28	5	5	5	6	" Raymond Terrace and Stroud Road to Raymond Terrace and Clarence Town Road (Caswell's Road)	42
				421	Carried forward	£ 4,808

No.	Class.			Length in Miles.	Northern Roads—continued.	Proposed Expenditure.
	1873.	1874.	1875.			
				421		£
					Brought forward	4,808
29	5	5	5	12	Road from Raymond Terrace and Stroud Road, <i>via</i> the Duck-hole Swamp, to the Parading Ground	84
30	4	4	4	19	" Raymond Terrace, by east side of Williams River, to Clarence Town	190
31	3	3	3	8	" Raymond Terrace to Hinton	120
32	3	3	3	4	" Raymond Terrace and Hinton Road to Seaham	60
33	3	2	2	6	" Raymond Terrace, towards Maitland, to its junction with the Morpeth Road	150
34	3	3	3	5	" Junction of Morpeth Road with Raymond Terrace and Maitland Road to East Maitland	75
35	3	3	3	4	" Raymond Terrace and Maitland Road to Morpeth Municipality	60
36	...	2	2	2	" Raymond Terrace and Maitland Road to River Hunter	50
37	5	5	3	6	" Raymond Terrace to Hexham	90
38	5	5	5	5	" Alnwick to Hexham	35
39	5	5	5	8	" Hexham to Fullerton Cove	56
40	2	2	2	4	" East Maitland Municipality to Oak Vale	100
41	2	2	2	14	" Oak Vale to the Broken-back Gap	350
42	3	3	3	5	" East Maitland, <i>via</i> Largs, to Dunmore Bridge	75
43	2	2	2	22	" Dunmore Bridge to Paterson and Gresford	550
44	3	3	3	16	" Dunmore Bridge to Seaham and Clarence Town	240
45	4	4	4	13	" Paterson and Gresford Road to Clarence Town and Dungog Road	130
46	2	2	2	6	" Clarence Town, towards Dungog, to south boundary of J. D. Walker's 1,280 acres	150
47	2	2	2	8	" South boundary of J. D. Walker's 1,280 acres to Dungog	200
48	4	3	3	17	" Gresford to Eccleston	255
49	4	3	3	12	" Gresford to Lowstock	180
50	3	3	3	9	" Largs, <i>via</i> Tocal, to Paterson	135
51	3	3	3	6	" West Maitland to Dunmore	90
52	...	4	3	3	" Union Inn, Rutherford, to Crossing of the Hunter at Melville	45
53	4	4	4	3	" The north boundary of West Maitland Municipality, up the right bank of Hunter's River	30
54	2	2	2	4	" Morpeth Municipality, <i>via</i> Hinton Punt, to Dunmore and Seaham Road	100
55	4	4	4	4	" Dunmore and Seaham Road, <i>via</i> Butterwick, to Dunn's Creek	40
56	2	2	2	3	" West Maitland, <i>via</i> Louth Park, to East Maitland and Brisbane Water Road	75
57	5	5	5	15	" West Maitland to Mulbring Creek	105
58	...	4	4	10	" Mulbring to Ellalong (Quarrybylong Road)	100
59	3	3	3	17	" The Maitland and Paterson Road within L. Harris's 1,114 acres to Luskintyre	255
60	5	5	5	10	" Lochinvar, <i>via</i> Windermere, to Pritchett's 2,000 acres, and loop-line to same place, <i>via</i> Kaloudah	70
61	...	4	4	5	" Branxton, <i>via</i> Dalwood Ford, to Irishtown	50
62	5	5	5	7	" Deep Creek to Allandale Railway Station	49
63	2	2	2	5	" Morpeth Municipality to Four-mile Creek	125
64	4	3	3	2	" Morpeth Municipality to Largs	30
65	5	5	5	4	" Morpeth and Largs Road, through Phoenix Park and Abbotsford, to M'Clymont's Swamp	28
66	5	3	3	4	" Morpeth Punt, through Phoenix Park, to Largs	60
67	5	5	5	9	" Clarence Town to Half-way House on Raymond Terrace and Stroud Road	63
68	5	5	5	8	" Clarence Town, <i>via</i> Glen William, to Clarence Town and Dungog Road, at south boundary of J. D. Walker's 1,280 acres	56
69	3	3	3	8	" Dungog to Chichester River	120
70	5	5	5	15	" Dungog and Chichester Road to Underbank	105
71	5	5	5	6	" Dungog and Gloucester Road to Fosterton	42
72	5	5	5	13	" Dungog and Monkerai Road to Stroud	91
73	5	5	5	14	" Upper Myall to Bullahdelah	98
74	...	...	6	18	" Bullahdelah to the Stroud and Raymond Terrace Road	90
75	5	5	5	14	" Dungog, <i>via</i> Monkerai, to Stroud and Gloucester Road at Langworthy's	98
76	3	3	3	23	" The Broken-back Gap, <i>via</i> Wyec, to Wyong Creek	345
77	3	2	2	13	" Wyong Creek to Gosford	325
				869	Carried forward	£ 10,828

No.	Class.			Length in Miles	Northern Roads—continued.	Proposed Expenditure.
	1873.	1874.	1875.			
				869	Brought forward ...	£ 10,828
78	..	3	4	11	Road from Main Northern Road near Laguna, Wollombi, to Upper Wattagan Creek...	110
79	5	4	4	8	" Gosford to Kincumber ...	80
80	3	3	3	8	" Erina Creek, near East Gosford, to Long's Grant ...	120
81	5	4	4	10	" Wyong Creek to Bumble Hill ...	100
82	5	4	4	10	" Bumble Hill to the Blood-tree ...	100
83	5	4	4	6	" The Blood-tree to Mangrove Creek, at Pemberton's Hill ...	60
84	5	5	4	21	" Bullock Wharf to upper part of Mangrove Creek...	210
85	5	5	4	4	" Town of Ellalong to Main Road from Maitland to Wollombi ...	40
86	5	5	4	11	" Wollombi Road to Congewai ...	110
87	5	5	5	29	" Wollombi to Warkworth ...	203
88	5	5	5	60	" Wollombi and Warkworth Road to Colo River (Bulga Road) ...	420
89	5	5	4	22	" Wollombi towards Wiseman's Ferry to 22nd Milepost ...	220
90	5	5	5	22	" Wiseman's Ferry towards Wollombi to 22nd Milepost ...	154
91	5	5	5	10	" St. Alban's, through Wallambine Common ...	70
92	5	5	5	15	" St. Alban's, up the M'Donald River, to Melon Creek, and up that Creek ...	105
93	4	4	4	3	" Wiseman's Ferry Road into Parish of North Colah ...	30
94	3	2	2	20	" Main Northern Road, near West Maitland, <i>via</i> Cessnock, to Eastern foot of the Dividing Range ...	500
95	3	2	2	15	" Eastern foot of the Dividing Range to Wollombi...	375
96	2	2	2	1	" Tomago Crossing-place to Railway Station at Hexham ...	25
97	4	4	4	12	" Main Northern Road, near Anvil Creek, <i>via</i> Glendon Brook to junction with Paterson and Gresford Road ...	120
98	4	4	4	4	" Anvil Creek and Glendon Brook Road to Stanhope ...	40
99	5	5	4	14	" Main Northern Road, near Black Creek, to Cessnock, on Wollombi Road ...	140
100	...	...	3	8	" Pokolbin Hills to Cessnock Road ...	120
101	5	5	4	11	" Main Northern Road, near Black Creek, <i>via</i> Glendon, to Main Northern Road, near Singleton...	110
102	3	3	3	16	" Main Northern Road, near Munnimba Brook, <i>via</i> Warkworth, to Jerry's Plains Road ...	240
103	...	5	4	20	" Singleton to Cooper's Flat ...	200
104	...	...	5	20	" Junction of Cooper's Flat Road to Boyce's, at Glendon Brook. (Singleton towards Gresford) ...	140
105	...	5	5	5	" Cooper's Flat Road to Karakoora Creek ...	35
106	5	5	4	25	" Singleton, <i>via</i> Goorangoola to Archinall's, Dry Creek ...	250
107	...	5	4	10	" Canberwell to Goorangoola Road ...	100
108	...	5	4	15	" Goorangoola Road to Carrow Brook ...	150
109	...	...	6	17	" Combo, near Singleton, through Town Common, to north boundary of Parish of Dyrning ...	85
110	3	4	4	12	" Singleton, <i>via</i> Abbey Green, to Bulga ...	120
111	5	5	4	15	" Singleton, <i>via</i> Wittingham Reserve, to Broke, Wollombi Brook ...	150
112	...	...	5	10	" Broke, <i>via</i> Nine-mile Creek, to the Munnimba and Warkworth Road ...	70
113	5	5	4	5	" Singleton and Jerry's Plains Road to Warkworth...	50
114	2	2	2	15	" Muswellbrook to Merton ...	375
115	5	5	5	39	" Scone to Merriwa ...	273
116	...	...	6	16	" Scone <i>via</i> Dartbrook and Kayngah to Muswellbrook ...	80
117	5	5	5	34	" Scone to Denison Diggings, at Moonan ...	238
118	5	5	5	8	" Box-tree Plat to Blandford ...	56
119	...	5	5	5	" Murrurundi up Page's River ...	35
120	...	5	5	30	" Coonabarabran to Baradine... ..	210
121	5	4	4	69	" Armidale Municipality to Inverell ...	690
122	...	5	5	45	" Inverell to Warialda... ..	315
123	5	5	5	18	" Inverell to the M'Intyre River ...	126
124	4	4	4	4	" Main North Road, at Uralla, to the Rocky River ...	40
125	...	5	5	18	" Missibotti, <i>via</i> Bowra, to Nambuccra Heads ...	126
126	5	5	5	25	" Frederickton to Macleay River Heads ...	175
127	...	5	5	18	" Frederickton, <i>via</i> Klybucca, to Macleay River Heads ...	126
128	4	4	4	10	" West Kempsey to Darkwater Creek ...	100
129	...	5	5	4	" Kempsey to Frederickton ...	28
130	3	3	3	11	" Fernmount to Never Never ...	165
131	4	4	4	18	" Grafton to Smith's Flat ...	180
132	...	...	5	16	" Grafton to Southgate and Lawrence <i>via</i> Alummy Creek Bridge ...	112
				1,777	Total miles.	£ 19,430

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874	1875.			
Western Roads.						£
133	2	2	2	3	Road from Main Western Road to Canterbury	75
134	2	2	2	2	" Main Western Road to Railway Station at Haslem's Creek	50
135	3	3	3	6	" Main Western Road, near Parramatta, to Main Southern Road (Dog-trap Road)	90
136	...	3	3	2	" Dog-trap Road to Fairfield Railway Station	30
137	4	4	4	3	" Irish Town to Haslem's Creek Railway Station	30
138	4	4	4	5	" Main Southern Road, near Burwood, over Cook's River, into Parish of St. George	50
139	5	3	3	2	" Main Western Road to Government Wharf at Longbottom	30
140	4	4	4	2	" Kenyon's Bridge, towards Cabramatta, to boundary of Liverpool Municipality	20
141	5	3	3	2	" Longbottom to Breakfast Point	30
142	2	2	2	13	" North Willoughby Municipality to Pennant Hills	325
143	2	2	2	3	" Parramatta to Ryde	75
144	2	2	2	1	" Pennant Hills, at Duggan's Corner, to Parramatta and Ryde Road	25
145	2	2	2	1	" Parramatta and Ryde Road to Pennant Hills Wharf	25
146	3	3	3	7	" the Western Boundary of Ryde Municipality, at Duggan's Corner, <i>via</i> Pennant Hills, to Castle Hill, to the Road from Baulkham Hills to G. Acre's 1,500 acres at Dural	105
147	...	2	2	1	" Castle Hill to the Old Parramatta Road	25
148	3	3	3	3	" Main Western Road towards Parramatta River (Concord Road)	45
149	2	2	2	4	" Parramatta to Pennant Hills	100
150	5	5	3	8	" Main Western Road, near St. Mary's, to Orphan School Road	120
151	5	3	3	8	" Do. do. to Blacktown Road	120
152	5	5	5	10	" Penrith Municipality, at Faux's Corner, to Richmond	70
153	4	4	4	15	" Do. do. to Bringelly Cross Roads	150
154	4	4	4	6	" Bringelly Cross Roads to the Road from the Main Southern Road, to Cobbitty	60
155	4	4	4	11	" Parramatta and Windsor Road, at Baulkham Hills, to south boundary of G. Acre's 1,500 acres at Dural	110
156	5	6	6	15	" South boundary of G. Acre's 1,500 acres at Dural, to its junction with Pitt Town and Wiseman's Ferry Road (Great North Road)	75
157	4	4	4	19	" Parramatta to Windsor	190
158	2	2	2	5	" Windsor Road to Pitt Town Punt	125
159	2	2	2	1	" Windsor Road to Mulgrave Railway Station	25
160	2	3	3	4	" Nelson to Riverstone Railway Station	60
161	4	2	2	4	" Parramatta and Windsor Road, through Pitt Town Bottoms	100
162	5	5	5	4	" Broken-back Bridge to Pennant Hills	28
163	4	4	4	20	" Pitt Town to Wiseman's Ferry	200
164	5	5	5	5	" Pitt Town Punt to Churchill's Wharf	35
165	4	3	3	5	" Windsor, <i>via</i> Wilberforce, to Pitt Town Punt and Churchill's Wharf Road	75
166	5	4	4	5	" Enfield to Freeman's Reach	50
167	5	3	3	4	" Freeman's Reach to Windsor Punt	60
168	5	5	5	6	" Wilberforce and Churchill's Wharf Road, <i>via</i> Page's Punt, to Pitt Town and Wiseman's Ferry Road	42
169	5	5	5	2	" Churchill's Wharf and Page's Punt Road to Sackville Reach	14
170	...	...	6	5	" Sackville Reach to Post Office, mouth of Colo River	25
171	5	5	5	8	" Churchill's Wharf to mouth of Colo River	56
172	5	5	5	5	" Windsor to Richmond	35
173	3	2	2	3	" Windsor to Cornwallis	75
174	4	2	2	3	" Richmond to Richmond Bottoms	75
175	3	3	3	2	" Windsor to Blacktown Road	30
176	5	5	5	4	" Blacktown Road, <i>via</i> Dight's Hill, towards Richmond Bridge	28
177	3	2	2	2	" Richmond to New Bridge	50
				249	Carried forward	£ 3,213

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874.	1875.			
Western Roads—continued.						£
178				249	Brought forward	3,213
	4	4	4	9	Road from Main Western Road, near Parramatta, through Do-	
					main, and by Old Windsor Road, to Windsor Road	90
179	3	3	3	19	„ Main Western Road, near Prospect, to Richmond	
					(Blacktown Road)	285
180	5	5	4	6	„ Blacktown Road to Windsor Road	60
181	3	3	3	10	„ Penrith Municipality, <i>via</i> Castlereagh, to Richmond	150
182	4	4	3	27	„ Richmond Bridge to foot of Western Pass, Mount	
					Tomah (Bell's Line)	405
183	5	5	5	9	„ Enfield and Wood's Falls Road, opposite Belmont,	
					<i>via</i> Box Hill, to Bell's Line, North Kurrajong.	63
184	5	5	...	23	„ The foot of Western Pass, Mount Tomah, to	
					Mudgee Road, near Bowenfells (Bell's Line)	460
185	5	4	4	4	„ Yarra Mundi Road, <i>via</i> Wood's Falls, to Road from	
					Richmond Bridge to Kurrajong	40
186	4	4	4	10	„ Main Western Road, at Little Hartley, to Gan-	
					benang Swamp	100
187	6	6	6	30	„ Main Western Road, at Magpie Hollow, near	
					Bowenfells, <i>via</i> the Sod Walls and Mutton's	
					Falls, to O'Connell Plains (Lockyer's Line)	150
188	4	4	4	5	„ Hartley to Blaxland's Swamp	50
189	...	2	2	4	„ Bowenfells to Blaxland's Swamp	100
190	5	5	5	7	„ Blaxland's Swamp to Antonio's Creek (part of Old	
					Bathurst Road)	49
191	4	4	4	30	„ Hartley, <i>via</i> Glenroy and Bindo Flats, to Fish River	
					Creek Bridge, near Oberon	300
192	...	5	5	17	„ Ginkin to the Fish River Creek and Hartley Road	119
193	6	6	3	10	„ Mudgee Road, near Middle River, to Main Western	
					Road at Meadow Flat	150
194	...	5	5	7	„ Lithsdale, Mudgee Road, to Wolgan Valley	49
195	4	6	5	18	„ Sofala to Mudgee Road	126
196	4	4	4	18	„ Mudgee Road to Rylstone	180
197	5	5	5	22	„ Cudgegong Municipality to Rylstone	154
198	2	2	2	14	„ Cudgegong Municipality to Hargraves	350
199	5	5	5	20	„ Cudgegong Municipality, near Grattai, <i>via</i> Win-	
					deyer and Upper Pyramul, to the Sally's Flat	
					and Tabrabucca Road, at Suttor's 640 acres	140
200	2	2	2	28	„ Kelso, <i>via</i> the Limekilns, to Peel and Sofala Road.	700
201	4	4	4	4	„ Peel to Junction of Kelso and Sofala Road	40
202	3	3	2	15	„ Limekilns Road to Palmer's Oakley Road and Upper	
					Turon	375
203	5	5	3	9	„ Kelso and Sofala Road, at Cheshire Creek, to Upper	
					Turon	135
204	4	4	3	12	„ Sofala to Palmer's Oakley Creek	180
205	5	5	5	18	„ Sally's Flat to Hargraves	126
206	5	5	5	7	„ Lower Turon and Tambaroora Road, near Sally's	
					Flat, to Grattai and Tabrabucca Road, at G.	
					Suttor's 640 acres	49
207	3	3	3	4	„ Bathurst Road, at Kirkconnell, to Mitchell's Creek	
					Quartz Reefs	60
208	5	5	3	12	„ Mitchell's Creek Quartz Reefs, towards Palmer's	
					Oakey	180
209	5	5	3	22	„ Kelloshiel, <i>via</i> White's Crossing, to Little Forest	330
210	5	5	5	12	„ Bathurst and Ophir Road, near Stewart's, at	
					Moulder's 333 acres, <i>via</i> Emu Swamp, to Orange	
					and Ophir Road	84
211	...	4	4	3	„ Bathurst and Rockley Road, to Camping Reserve,	
					on the Vale Creek Road	30
212	5	5	5	20	„ Rockley to the Isabella River	140
213	...	2	2	4	„ Great Western Road, at Dr. Favelle's, to Junction	
					with Guyong and Icely Road, at Byng	100
214	5	5	5	12	„ Orange to Icely, <i>via</i> Byng	81
215	5	5	5	6	„ Guyong, <i>via</i> Byng, to Tom's, on the Orange and	
					Icely Road	42
216	...	4	4	12	„ Orange to Canoblas	120
217	...	4	4	16	„ Orange to Cadia	160
218	...	5	5	9	„ Lucknow to Junction with Vittoria and Carcoar	
					Road at Cochrane's	63
219	...	6	9	10	„ Great Western Road at School-house, Guyong, to	
					Orange and Carcoar Road at M'Kenna's	50
				803	Carried forward	£ 9,831

No.	Class			Length in Miles.		Proposed Expenditure.
	1873.	1874.	1875.			
Western Roads—continued.						
				803	Brought forward	£ 9,831
220	5	5	5	44	Road from Cowra to Young	308
221		5	5	16	" Cowra to Hovell's Creek	112
222	4	4	4	13	" Bathurst and Caloola Road to Tea-pot Swamp	130
223	...	4	4	14	" Carcoar, <i>via</i> Village of Shaw, to Teapot Swamp	140
224	4	4	4	30	" Bathurst, by Gorman's Hill and Lagoon, to Campbell's River	300
225	5	5	3	11	" Mutton's Falls to Fish River Creek Bridge, near Oberon	165
226	5	4	2	8	" O'Connell's Plains, <i>via</i> Alick's Swamp, to Wiseman's Creek	200
227	5	2	2	9	" Peel to Duramana	225
228	5	5	3	20	" Oberon to Swatchfield	300
229	6	6	6	25	" Cargo to Nanima	125
230	5	5	5	16	" Stony Creek to Burrendong	112
231	5	3	3	27	" Stony Creek to Wellington	405
				1,036	Total miles.	£ 12,353
Southern Roads.						
232	2	2	2	7	Part of Road from Sydney to South Head (Upper South Head Road)	175
233	2	2	2	5	Lower South Head Road	125
234	2	2	2	1	Road from Upper to Lower South Head Road (Point Piper Road)	25
235	2	2	2	1	" Upper to Lower South Head Road (Glenmore Road)	25
236	2	2	2	1	" Lower South Head Road to Darling Point	25
237	4	4	4	4	" Sydney to Coogee (Randwick Road)	40
238	4	4	4	3	" Randwick Road to Upper South Head Road at Waverley	30
239	2	2	2	4	" Sydney to Botany Bay (Mudbank Road)	100
240	4	4	4	2	" Mudbank Road to Botany Bay (Gardner's Road)	20
241	4	4	4	2	" Mudbank Road, at Williamson's, <i>via</i> Franksville, to Cook's River Road	20
242	2	2	2	3	" Mudbank Road to Banks' Meadow (Bunnerong Road)	75
243	4	4	2	2	" Banks' Meadow, <i>via</i> Lord's and Handcock's, to the Bunnerong Road, near the Tannery	50
244	4	4	2	3	" Undercliff Bridge to George's River Road	75
245	3	3	3	2	" Newtown Road, near the Church, to the Botany Road	30
246	...	...	2	2	" Norwood to the Old Canterbury Road (New Canterbury Road)	50
247	2	2	2	6	" Cook's River Dam to Rocky Point (Rocky Point Road)	150
248	2	2	2	8	" Rocky Point Road, near Dam, to George's River (Forest Road)	200
249	4	4	3	4	" Illawarra Road to Bond's Road (Broad-arrow and Stony Creek Road)	60
250	5	3	3	3	" Main Southern Road near Irishtown to George's River (Old Road)	45
251	2	2	2	2	" Smithfield to Fairfield Railway Station	50
252	4	2	2	2	" Main Southern Road to Punchbowl Creek	50
253	4	3	3	4	" Punchbowl Creek to Saltpan Creek	60
254	3	3	2	10	" Canterbury, <i>via</i> Saltpan Creek, to George's River	250
255	4	4	4	10	" Liverpool Municipality to Penrith and Bringelly Road (Part of Orphan School Road)	100
256	4	4	4	8	" Liverpool, <i>via</i> Holdsworthy, to Illawarra Road	80
257	...	5	5	2	" Liverpool Municipality to Fairfield Railway Station	14
258	6	6	6	10	" Main Southern Road to Campbelltown	50
259	5	4	4	6	" Campbelltown to Menangle	60
260	...	3	3	2	" Campbelltown Railway Station to Raby	30
261	4	2	2	4	" Menangle to Main South Road, at foot of Razorback	100
262	5	5	5	12	" Menangle to Picton	84
263	4	4	4	4	" Main Southern Road at Camden to Road from Menangle to Main Southern Road	40
264	4	4	4	10	" Main Southern Road, at Carne's Hill, towards Bringelly	100
				149	Carried forward	£ 2,388

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874.	1875.			
Southern Roads—continued.						
				149	Brought forward	£ 2,388
265	5	5	5	3	Road from Main Southern Road to Campbelltown Road, near Denham Court	21
266	5	3	3	10	„ Main Southern Road to Cobbitty	150
267	3	3	3	2	„ Main Southern Road at Narellan, through Orielton, to Liverpool and Cobbitty Road	30
268	6	6	6	4	„ Great Southern Road, near Raby, to the Campbelltown Road	20
269	5	5	5	8	„ Cobbitty to Matarai, Westwood, and Vermont	56
270	5	5	3	7	„ Main South Road near Camden, to Mulgoa Forest and Vanderville	105
271	5	5	5	3	„ Main South Road at Cawdor to Westbrook Bridge	21
272	5	5	3	10	„ the Camden and Vanderville Road at Lefever's Corner, <i>via</i> the new Bridge across Mount Hunter Creek, to Mulgoa Forest	150
273	...	...	4	2	„ Camden and Mulgoa Road to Glendarual and Brownlow Hill	20
274	3	3	3	10	„ Campbelltown to Appin	150
275	4	4	4	7	„ Wollongong and Kiama Road, to Mount Keira, towards Appin	70
276	4	4	4	8	„ Broughton's Pass <i>via</i> Wilton to Stonequarry Creek	80
277	3	3	3	12	„ Broughton's Creek to Kangaroo Ground	180
278	2	2	2	9	„ Appin and Mount Keira Road, <i>via</i> Douglass Park Railway Station, to Soapy Flat Creek	225
279	4	4	4	4	„ Appin to Broughton's Pass	40
280	...	5	5	4	„ Appin to Brooke's Point	28
281	2	2	2	5	„ North boundary of North Illawarra Municipality, <i>via</i> Bulli and Westmacott's Pass, towards Appin, to the top of the Mountain	125
282	3	3	3	15	„ Top of the Mountain, near Westmacott's Pass, to Appin	225
283	4	4	4	18	„ Top of the Mountain, near Westmacott's Pass, to Bottle Forest	180
284	...	2	2	15	„ Bottle Forest, <i>via</i> George's River Punt and Koggerah, to the Rocky Point Road	375
285	5	5	5	6	„ The Bulli and Westmacott's Pass Road to the Coal Cliff	42
286	6	5	5	51	„ Bomaderry Ferry, <i>via</i> Nowra and Tomerong, to Ulladulla	357
287	...	5	5	7	„ Main South Coast Road to Jervis Bay	49
288	4	4	3	17	„ Bateman's Bay to Mullenderrie Cross Roads	255
289	...	5	5	13	„ Milton and Bateman's Bay Road, <i>via</i> Woodburn, to Brooman's Ford	91
290	4	4	4	5	„ Nowra to boundary of Numba Municipality	50
291	5	5	5	75	„ Nowra, <i>via</i> Sassafras Range, Narriga, and Marlow, to Braidwood	525
292	5	5	5	9	„ Nowra Municipality to Burriar	63
293	3	3	3	2	„ Eastern boundary of Nowra Municipality through Terrara to Greenwell Point Road	30
294	5	5	5	8	„ Illaroo, <i>via</i> Brown's Mountain, to Bomaderry Ferry	56
295	4	3	3	9	The Old South Road :—	
					„ A. From Little Forest to the crossing of the Kangaloon and Bowral Road	135
296	5	4	4	5	„ B. From the crossing of the Kangaloon and Bowral Road to Moss Vale	50
297	5	5	5	10	„ C. From the Cross Roads towards Taralga	70
298	5	5	5	7	„ D. From Well's Creek to Paddy's River	49
299	3	3	3	3	Road from Blenkinsop's, on Throsby Park and Robertson Road, to First Creek, on the Cedar Mountain Road	45
300	...	5	5	5	„ Main Southern Road near Berrima to Bowral	35
301	3	3	3	4	„ Berrima to Railway Station at Sutton Forest	60
302	5	5	5	10	„ Berrima, <i>via</i> Soapy Flat, to Wanganderi	70
303	3	3	3	2	„ The Old Southern Road, at Mittagong, near Burke's, to the Main Southern Road, near the Old Fitz Roy Inn	30
304	4	4	2	7	„ Top of Alcorn's Hill to Robertson Park	175
305	3	3	3	12	„ The Kangaloon and Bowral Road, at Robertson Park, to the western boundary of Central Illawarra Municipality, near Mount Murray	180
				572	Carried forward	£ 7,056

No.	Class.			Length in Miles.	Southern Roads—continued.	Proposed Expenditure
	1873.	1874.	1875.			
				572	Brought forward	£ 7,056
306	4	4	4	8	Road from Throsby Park and Kiama Road, at M'Cullum's, to the Mittagong and Illawarra Road, at Simpson's 200 acres	30
307	...	1	1	1	" Kangaroo Ground Road at Byrne's 167 acres, through C. Throsby's 640 acres to Collyer's 640 acres...	50
308	...	5	5	5	" Throsby Park and Robertson Road, at north-west corner of Cotton Company's Reserve, near Robertson, to Lake's and Wakeford's farms ...	35
309	...	5	2	22	" Windellima to Goulburn Municipality	550
310	5	5	4	13	" Goulburn Municipality to Upper Tarlo	130
311	4	4	2	17	" Goulburn Municipality to Bungonia	425
312	5	5	2	15	" Goulburn Municipality, <i>via</i> Mummell, to Pomeroy	375
313	...	...	3	30	" Kippielaw, <i>via</i> Gurrunda and Biella to Dalton on the Fish River	450
314	...	5	5	14	" Greenwich Park to Towrang	98
315	...	5	5	13	" Laggan to Binda	91
316	...	...	5	23	" Laggan to Junction Point	161
317	5	5	3	36	" Wheeo to Burrowa	540
318	...	5	5	58	" Young to Bland	406
319	4	4	2	15	" Collector towards Goulburn	374
320	5	5	5	9	" Collector to Mutbilly	63
321	5	5	5	15	" Ginindera to Gundaroo	105
322	3	2	2	2	" Collector, <i>via</i> Collector Lane, to West side of Big Hill	50
323	3	3	3	14	" West side of Big Hill to Gundaroo, <i>via</i> marked tree line	210
324	4	4	4	15	" West side of Big Hill to Gunning	150
325	5	5	5	16	" Collector to Gundaroo, <i>via</i> Lake George	112
326	5	5	5	34	" Queanbeyan to Morumbateman	238
327	...	4	4	10	" Foxlow to Molonglo	100
328	5	5	5	16	" Yass to Woolgarlo	112
329	...	3	2	2	" Currawang Copper Mine to the Bangalore Road ...	50
330	5	5	5	16	" Queanbeyan to Lanyon Ford	112
331	...	6	6	30	" Cooma to Jindabyne	150
332	...	...	5	30	" Cooma to Buckley's Crossing	210
333	...	5	5	40	" Bobundarah to Seymour	280
334	5	5	5	50	" Cooma to Kiandra	350
335	...	...	3	6	" Towamba to Perico	90
336	5	5	4	16	" Cobargo to Bermaguccie	160
337	...	...	4	8	" Cobargo to Wandella	80
338	2	2	2	12	" Eden to Panbula	300
339	2	2	2	4	" Panbula to Merimbula	100
340	5	5	5	16	" Eden to Start	112
341	5	5	5	10	" Araluen and Moruya Road, <i>via</i> Kiara, to Moruya...	70
342	...	...	5	10	" Araluen, <i>via</i> Bettowind, to Back Creek	70
343	5	3	3	4	" Moruya to the Heads	60
344	3	3	3	16	" Moruya to Bodalla	240
345	...	5	5	8	" Wogonga to Eurobodalla	56
346	...	5	5	8	" Eurobodalla to Nerrigundah	56
347	4	4	3	9	" Braidwood to Sergeant's Point (Little River) ...	135
348	...	...	6	15	" Braidwood and Tarago Road, <i>via</i> Larbert, to Lower Boro	75
349	4	6	6	8	" Sergeant's Point (Little River) to Clyde Road ...	40
350	6	5	5	30	" Main Southern Road, at Little Billabong, to Tumbarumba	210
				1,316	Total miles.	£ 14,917

SUMMARY OF PROPOSED DISTRIBUTION:—				£
Northern Roads	1,777 miles	...	...	19,430
Western Roads	1,036 "	...	...	12,353
Southern Roads	1,316 "	...	...	14,917
	4,129	TOTAL	...	£46,700

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 "
6th Class	...	5 "

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SUBORDINATE ROADS.

(UNDER OFFICERS OF ROADS DEPARTMENT—SHOWING PROPOSED DISTRIBUTION OF VOTE ON ESTIMATES.)

Ordered by the Legislative Assembly to be printed, 20 April, 1875.

CLASSIFICATION AND PROPOSED DISTRIBUTION FOR 1875.

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874	1875.			
Northern Roads.						
1	2	2	2	2	Road from Manly Cove to Balgowlah	£ 50
2	5	5	4	12	„ Wiseman's Ferry, <i>via</i> Shepherd's Gully, to St. Albans	120
3	4	4	4	9	„ Newcastle Municipality to Wallsend	90
4	3	3	3	25	„ Singleton to Denman	375
5	3	3	2	144	„ Denman, <i>via</i> Merriwa and Cassilis, to Coonabarabran	3,600
6	5	4	4	33	„ Main Northern Road to Nundle, Hanging Rock, and Swamp Creek	330
7	6	6	6	50	„ Main North Road, <i>via</i> Currabubula, to Tamworth	250
8	...	...	2	30	„ Tamworth, <i>via</i> Dungowan, to Bowling Alley Point	750
9	...	5	3	50	„ Tamworth to Gunnedah	750
10	4	4	4	130	„ Willow-tree to Narrabri	1,300
11	...	6	5	130	„ Narrabri to Walgett	910
12	3	3	3	25	„ Tamworth to Manila	375
13	6-5	5	5	95	„ Manila, <i>via</i> Baraba and Bingera, to Warialda	665
14	1	1	1	60	„ Armidale to Glen Innes	3,000
15	1	1	1	40	„ Glen Innes to Inverell	2,000
16	...	...	2	13	„ Glen Innes to Wellingrove	325
17	3	2	2	85	„ Main Northern Road at Bendemeer, <i>via</i> Bundarra, to Inverell	2,125
18	...	...	3	10	„ Middletown, <i>via</i> Gilgai and Howard's Lane, to Crutchley's Crossing, Inverell	150
19	3	3	1	135	„ Armidale to Grafton	6,750
20	5	5	5	38	„ Armidale to Walcha	266
21	4	4	4	120	„ Walcha to Port Macquarie	1,200
22	3	3	1	85	„ Kempsey to Armidale and Grafton Road	4,250
23	2	2	2	35	„ Port Macquarie to Kempsey	875
24	5	5	5	6	„ Port Macquarie to Tacking Point	42
25	4	4	4	56	„ Cundle, through Jones's Island, to Port Macquarie	560
26	5	4	4	60	„ Kempsey to Bellinger River	600
27	1	1	1	112	„ Lawrence to Tenterfield	5,600
28	2	2	1	54	„ Glen Innes to Tenterfield	2,700
29	2	2	1	45	„ Tenterfield to Maryland	2,250
30	...	3	3	50	„ Grafton to Solferino	750
31	4	4	4	65	„ Grafton to Casino	650
32	2	2	2	47	„ Casino to Ballina	1,175
33	2	2	2	66	„ Richmond River to Queensland Border	1,650
34	..	6	4	12	„ Wardell <i>via</i> Tuckombil, to the Lismore & Ballina Road	120
				1,929	Total miles.	£ 46,603

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874.	1875.			
Western Roads.						
35	1	1	1	2	Road from Main Western Road at Burwood to Main Southern Road	£ 100
36	5	5	5	13	" Bell's Line to Colo River (Comleroy Road)	91
37	...	2	2	3	" Blacktown Road to Riverstone Railway Station	75
38	2	1	1	11	" Bathurst to O'Connell's Plains	550
39	5	3	3	11	" Bathurst and O'Connell's Plains Road, <i>via</i> Dirty Swamp, to the Road from Mutton's Falls to O'Connell's Plains	165
40	3	2	1	16	" O'Connell's Plains, <i>via</i> Eight-mile Swamp and Oberon, to Fish River Creek	800
41	...	...	2	10	" O'Connell's Plains and Oberon Road, at Ritchie's, through Sidmouth Valley, to its Junction with the Mutton's Falls and Oberon Road	250
42	1	1	1	50	" Bathurst, <i>via</i> Kellosiel and Monkey Hill, to Tambaroora and Hill End	2,500
43	...	...	1	42	" Hill End <i>via</i> Bragg's and Chambers' Creek to Main Western Road, at Orange	2,100
44	3	3	3	20	" Sally's Flat, <i>via</i> Upper Pyramid, to Tabrabucca	300
45	1	1	1	25	" Hill End, <i>via</i> Tambaroora, to Hargraves	1,250
46	...	...	3	60	" Home Rule to Coolah	900
47	4	3	3	34	" Bathurst to Ophir	500
48	2	1	1	29	" Bathurst to Sotola, <i>via</i> Peel and Wyagdon	1,450
49	1	1	1	12	" Sotola, <i>via</i> Circus Point and Cockatoo Hill, to Tambaroora Road, at Monkey Hill	600
50	5	5	3	16	" Rockley to Caloola and Tuena Roads	240
51	1	1	1	16	" Bathurst and Caloola Road to Rockley	800
52	5	2	2	10	" Bathurst and Caloola Road to Limekilns and Cow Flat	250
53	5	5	5	18	" Bathurst and Cowra Road, <i>via</i> Grubbenbong Creek, to the Abercrombie River	126
54	2	1	1	38	" Bathurst to Caloola and Trunkay Gold Field	1,900
55	3	3	2	15	" Arthur Town to Tuena	375
56	4	4	4	13	" Tea-pot Swamp, <i>via</i> Mallow Grove and Regan's Falls, to Carcoar	130
57	...	...	4	17	" Tea-pot Swamp to Trunkay	170
58	3	3	3	25	" Orange to Carcoar	375
59	5	3	1	30	" Carcoar to Canowindra	1,500
60	...	...	3	22	" Canowindra to Eugowra	330
61	6	6	2	25	" Orange to Cargo	625
62	5	5	3	16	" Orange to Ophir	240
63	3	2	1	38	" Orange to Stony Creek	1,900
64	3	2	1	75	" Orange, by Boree, to Forbes	3,750
65	...	2	1	43	" Orange and Forbes Road, at Boree, <i>via</i> Bumberry, to Bushman's	2,150
66	...	...	4	8	" Lucknow, <i>via</i> Spring Hill, to the Orange and Carcoar Road	80
67	5	4	4	40	" Molong to Obley	400
68	6	6	6	22	" Molong to Stony Creek	110
69	2	1	1	35	" Cowra to Grenfell	1,750
70	5	4	3	70	" Cudgegong Municipality to Dubbo	1,050
71	...	...	3	50	" Dubbo to Cobborah	750
72	...	1	1	16	" Cudgegong Municipality to Gulgong	800
73	5	5	3	40	" Cudgegong Municipality to Cassilis	600
				1,036	Total miles.	£ 32,032
Southern Roads.						
74	1	1	1	5	Road from Campbelltown to Narellan	250
75	3	3	3	3	" Fitz Roy Iron Mines to Bowral	45
76	3	2	2	6	" Bowral to Robertson Park	150
77	4	4	2	5	" Village of Robertson, <i>via</i> Alcorn's Hill, to the Macquarie Pass Road	125
78	...	3	3	8	" Moss Vale to Cross Roads (part of Old South Road)	120
79	3	3	3	5	" The Mittagong and Illawarra Road, near Wallaby Creek, <i>via</i> the Macquarie Pass, to the Central Illawarra Municipality	75
80	2	1	1	21	" Old South Road, at Throsby Park, <i>via</i> Robertson and Vidler's, to Kiama Municipality	1,050
81	5	1	1	26	" Throsby Park, <i>via</i> Kangaroo Valley and Cambo-warra, to Broughton Creek Municipality	1,300
				79	Carried forward	£ 3,115

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874.	1875.			
Southern Roads—continued.						
						£
				79	Brought forward	3,115
82	4	4	2	11	Road from Picton, <i>via</i> the Oaks, to Burragorang Road, near Vanderville	275
83	5	5	5	10	„ Vanderville to Burragorang Mountain	70
84	3	3	3	2	„ Burragorang Mountain Road	30
85	...	4	4	8	„ The Fig-tree, at foot of Burragorang Mountain, up East bank of the Wollondilly River	80
86	...	4	4	12	„ Burragorang Mountain Road, near Martin's 850 acres, <i>via</i> Thompson's Ford, to near Marsh's, on Cox River	120
87	5	5	5	25	„ Marulan, <i>via</i> Bungonia and Jacqua, towards Nerrimunga	175
88	3	3	2	20	„ Currawang towards Goulburn	500
89	1	1	1	10	„ Goulburn Municipality to Mount Wayo	500
90	2	2	2	52	„ Mount Wayo, <i>via</i> Pejar Creek, Crookwell, and Binda, to Tuena	1,300
91	2	2	2	40	„ Mount Wayo, <i>via</i> Laggan, to Peelwood	1,000
92	4	4	4	20	„ Peelwood, <i>via</i> Tuena, to the Abercrombie River	200
93	4	4	2	36	„ Goulburn Municipality <i>via</i> Taralga to Richlands	900
94	2	1	1	39	„ Goulburn Municipality, <i>via</i> Gullen, to Wheco	1,950
95	...	4	4	15	„ Gullen, <i>via</i> Crookwell, to Laggan	150
96	6	6	6	50	„ Gunning to Burrowa	250
97	3	3	2	30	„ Main Southern Road, at Sharpening Stone Creek, to Boorowa	750
98	4	4	4	23	„ Main Southern Road near Yass, <i>via</i> Mundoonen to Gundaroo	230
99	3	3	3	53	„ Goulburn and Braidwood Road, near Doughboy Hill, <i>via</i> Bungendore and Gundaroo, to junction with Main South Road, three miles east of Yass	795
100	5	5	5	20	„ Bungendore, <i>via</i> Molonglo, to the Queanbeyan and Bungendore Road	140
101	2	2	2	35	„ Braidwood to Nelligen—Clyde Road	875
102	...	...	6	6	„ Nelligen to Bateman's Bay	30
103	...	3	3	40	„ Milton to Bateman's Bay	1,000
104	2	2	2	16	„ Braidwood, <i>via</i> Dirty Butter Creek, to Araluen	400
105	5	5	5	27	„ Braidwood to Molonglo (Cole's Line)	189
106	2	2	2	36	„ Araluen to Moruya	900
107	3	2	2	10	„ Braidwood to Elrington	250
108	...	...	4	7	„ Elrington to Ballalaba	70
109	...	5	5	8	„ Braidwood to Reidsdale	56
110	5	3	3	8	„ Elrington to Araluen	120
111	3	2	2	12	„ Monga to Major's Creek, "Elrington"	300
112	3	2	2	4	„ Monga and Major's Creek Road, at Reidsdale, to Bell's River	100
113	...	5	5	20	„ Braidwood to Oronneir	140
114	...	3	2	40	„ Queanbeyan, <i>via</i> Gundaroo, to Gunning	1,000
115	5	4	4	57	„ Cooma to Bombala	570
116	...	...	6	35	„ Cathcart to Bobundarah	175
117	...	2	2	6	„ Cathcart to Native Dog	150
118	2	2	1	54	„ Bombala, <i>via</i> Tantawangalo, to Merimbula	2,700
119	2	2	2	37	„ Cathcart Junction, <i>via</i> Wyndham, to Panbula	925
120	2	2	2	6	„ Panbula to Wolumla	150
121	...	4	4	13	„ Wolumla Junction to Cross Roads	130
122	5	4	2	25	„ Bombala to Delegate	625
123	5	4	4	12	„ Merimbula to Jellatt Jellatt	120
124	...	4	4	6	„ Briandairy to Bega	60
125	4	2	2	10	„ Bega, <i>via</i> Jellatt Jellatt, to Tathra	250
126	2	1	1	12	„ Bega to Wolumla	600
127	5	3	3	56	„ Bega to Bodalla	840
128	5	5	5	90	„ Wagga Wagga to Young, <i>via</i> Cootamundry	630
129	...	...	2	23	„ Coolac to Cootamundra, <i>via</i> M'Leod's	575
130	3	3	3	12	„ Wallanbeen to Murrumburrah	180
131	4	2	2	27	„ Burrowa to Young	675
132	2	2	2	59	„ Bowning to Young, <i>via</i> Binalong and Murrumburrah	1,475
133	5	5	5	66	„ Young, <i>via</i> Tyagong, Seven-mile, Grenfell, and Boga Bogalong, to Forbes	462
134	2	2	1	20	„ Gundagai to Tumut	1,000
135	...	5	5	10	„ Gundagai to Tarrabandra	70
136	5	5	5	11	„ Tumut to Brungle	77
137	2	2	2	14	„ Tumut to Adelong	350
				1,485	Carried forward	£ 30,749

No.	Class.			Length in Miles.		Proposed Expenditure.
	1873.	1874.	1875.			
Southern Roads—continued.						
					Brought forward	£ 30,749
138	5	4	4	1485	Road from Gundagai to Wagga Wagga, "North side of River"	480
139	...	3	3	7	" Upper Tumberumba to Tumberumba	105
140	2	1	3	11	" Town of Adelong to Middle Adelong	165
141	...	...	5	30	" Middle Adelong to Tumberumba	210
142	2	1	1	13	" Main Southern Road to Adelong	650
143	4	4	2	7	" Downing's Inn, at Gilmore Creek, to Reily's Crossing, at Adelong Creek	175
144	2	2	2	25	" Main Southern Road, at Tarcutta, to Wagga Wagga	625
145	5	5	3	60	" Wagga Wagga to Narandera	900
146	6	6	6	180	" Wagga Wagga to Deniliquin	900
147	3	2	2	35	" Albury Municipality to Corowa	875
148	...	...	3	50	" Albury and Corowa Road to Urana	750
149	5	5	5	94	" Corowa to Deniliquin	658
150	3	2	1	85	" Albury Municipality to Wagga Wagga	4,250
151	6	6	6	100	" Twelve-mile Creek to Wallaragang	500
152	...	...	5	60	" Balranald to Euston	420
153	...	...	5	80	" Euston to Wentworth	560
154	5	5	2	50	" Deniliquin to Moama	1,250
155	...	...	6	120	" Deniliquin to Balranald	600
156	...	6	6	15	" Moama to Ferricoota	75
157	5	4	4	80	" Albury Municipality to Urana	800
158	...	3	2	14	" Main Southern Road at Germanton to Albury and Wagga Road at Cookendina	350
159	4	4	4	80	" Municipality of Hay to Municipality of Deniliquin	800
				2,729	Total miles.	£ 46,847

NOTE.—The amount per mile proposed to be expended on each class of Roads is as follows:—
1st class, £50; 2nd class, £25; 3rd class, £15; 4th class, £10; 5th class, £7; 6th class, £5.

				£
Northern Roads	...	1,929 miles	...	46,603
Western Roads...	...	1,036 "	...	32,032
Southern Roads	...	2,729 "	...	46,847
		<u>5,694</u>	TOTAL	<u>£125,482</u>

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SUSAN-LANE ABOLITION BILL.

(MESSAGE No. 9.)

Ordered by the Legislative Assembly to be printed, 28 April, 1875.

HERCULES ROBINSON,
Governor.

Message No. 9.

In accordance with the 54th clause of the Constitution Act, the Governor recommends to the Legislative Assembly to make provision for granting compensation to owners of land resumed for the purpose of forming a new street from Susan-lane, on the Tusculum Estate, to Forbes-street, instead of a certain lane, proclaimed as Susan-lane, near the waters of Woolloomooloo, in the City of Sydney.

*Government House,
Sydney, 28th April, 1875.*

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

STEPHEN STANBRIDGE.

(PETITION OF.)

Ordered by the Legislative Assembly to be printed, 9 June, 1875.

To the Honorable the Speaker and Members of the Legislative Assembly of the Colony of New South Wales.

The Petition of the undersigned,—

RESPECTFULLY SHOWETH :—

That your Petitioner is a carpenter, and resideth at Paterson ; that by years of incessant hard labour, combined with frugality, did become possessed of a small property adjoining the town of Paterson, consisting of only one hundred and fifty acres of land, which was purchased by him in the year 1861, since which your Petitioner has considerably improved the property, by erecting for himself a neat little dwelling-house, fenced in the land, cleared a greater portion of it, and brought some under cultivation, thereby causing a considerable expenditure thereon.

Your Petitioner has however to complain that soon after I became possessed of this small property, the Paterson District Council began to dig gravel from almost the centre of the block of land, for the making and repairing of the main road through the town of Paterson, and also for the making and repairing the main road from the town of Paterson to Tocal on the Maitland line of road, which is fully a distance of three miles, as well as for repairing the roads in different other places, without granting any recompense whatever, claiming as a right the power given them by their charter of incorporation to enter upon any land which was originally a grant from the Crown, to procure road-making materials required by them for making and maintaining the main roads under their jurisdiction. The land in question was originally a grant from the Crown to the late James Phillips Esq., and known as the "Bona Vista" Estate, and no gravel whatever was taken from the land previous to my purchasing it. Notwithstanding repeated remonstrances on my part, the Paterson District Council have continued from year to year, from the time of my purchase up to the present, to dig and remove the gravel from the said land for the purposes named, and used upon the roads before mentioned, and these said roads have been wholly made and maintained in repair from the gravel taken from this little block of land. The consequence is, the land is torn up in all directions to the extent of several acres, presenting now nothing but a barren waste and holes of stagnant water.

For several years considerably more than a thousand yards of gravel was taken of the land in each year, by order of the District Council of Paterson, and used for the repairing the roads. Estimating only that eight thousand yards of gravel have been taken from the land altogether, and the District Council have acknowledged to the Government that they have taken that quantity, although it is well known that the quantity taken is largely in excess of that quantity, yet valuing the eight thousand yards at the rate of one shilling per yard, which is a low rate, would represent a total value of three hundred pounds sterling, which the Paterson District Council have taken off this land since I became the purchaser.

Your Petitioner would also bring under the notice of your Honorable House that the mere taking away of the gravel from the land is not the most serious consideration in reference to the matter, but it has most seriously depreciated the value of the property if brought into the market for sale, the value of which may be considered when it is stated that the land is adjoining the town of Paterson, and the portion of land referred to was surveyed under the subdivision of the Bona Vista Estate and marked on the plan as the Town Extension Block ; adjoining land has been sold at the rate of forty pounds sterling per acre as building lots. Your Petitioner would also remark that great injury has also been done to other portions of the land, by making roads, cutting ruts, and other damages effected in drawing the gravel through the land to where it is required to be used.

Your Petitioner considers that from the quantity of gravel removed from the land by the District Council, and the depreciation of the value of the land by these acts of the District Council, by such removal, he has sustained a loss of considerably over five hundred pounds sterling.

Your Petitioner would therefore most respectfully ask your Honorable House to consider the great injustice which he has now so long suffered from in this matter, to be called upon year after year to supply all the road-making materials required for over three miles of the public road, without any compensation, to have my little property to be injured, and thus to be depreciated in value year by year for the public benefit. Did he possess thousands of acres of land like many around me, the loss sustained would not be felt; but as a poor man with only a few acres, and which has been procured by the proceeds of years of hard toil, combined with frugality, to enable him to feed a few cows for the benefit of my family, the loss is serious.

Your Petitioner therefore humbly prays that your Honorable House will take his case into consideration, and grant such relief as in your wisdom you may deem prudent.

And your Petitioner, as in duty bound, will ever pray.

STEPHEN STANBRIDGE.

Paterson, 1 June, 1875.

1875.

—
LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

REPORT FROM THE SELECT COMMITTEE

ON

PETITION OF MR. STEPHEN STANBRIDGE ;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
28 *July*, 1875.

SYDNEY : THOMAS RICHARDS, GOVERNMENT PRINTER.

1875.

1875.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 72. WEDNESDAY, 30 JUNE, 1875.

4. PETITION OF MR. STEPHEN STANBRIDGE (*"Formal" Motion*):—Mr. H. H. Brown moved, pursuant to Notice,—
- (1.) That the Petition of Mr. Stephen Stanbridge, presented on 8th June, be referred to a Select Committee for inquiry and report.
- (2.) That such Committee consist of Mr. Lackey, Mr. Cohen, Mr. T. G. Dangar, Mr. Gray, Mr. Day, Mr. Davies, Mr. Macintosh, Mr. Scholey, Mr. Charles, and the Mover.
- Question put and passed.
-

VOTES No. 87. WEDNESDAY, 21 JULY, 1875.

10. PETITION OF MR. STEPHEN STANBRIDGE:—Mr. H. H. Brown (*with the concurrence of the House*) moved, without Notice, That power to send for persons and papers be granted to the Select Committee on "Petition of Mr. Stephen Stanbridge."
- Question put and passed.
-

VOTES No. 92. WEDNESDAY, 28 JULY, 1875.

2. PETITION OF MR. STEPHEN STANBRIDGE:—*Mr. Macintosh*, on behalf of the Chairman (Mr. H. H. Brown), brought up the Report from, and laid upon the Table the Minutes of Proceedings of, and of Evidence taken before, the Select Committee for whose consideration and report this Petition was referred on 30th June, 1875.
- Ordered to be printed.
-

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1875.

 PETITION OF MR. STEPHEN STANBRIDGE.

 REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 30th June, 1875, “*to inquire into and report upon the Petition of Mr. Stephen Stanbridge, and to whom was granted, on the 21st July, 1875, power to send for persons and papers,*”—have agreed to the following Report:—

That having examined the witnesses named in the margin,* and carefully considered the evidence, your Committee consider that the case of Mr. Stephen Stanbridge is one of great hardship; but are of opinion that his claim for compensation should lay against the Paterson District Council, and not directly against the Government.

* Stanbridge, Mr. Stephen.
Bennett, W. C., Esq.

No. 2 Committee Room,
Sydney, 28th July, 1875.

H. H. BROWN,
Chairman.

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 14 JULY, 1875.

MEMBERS PRESENT:—

Mr. H. H. Brown, | Mr. Day,
Mr. Scholey.

Mr. H. H. Brown called to the Chair.

Entry from Votes and Proceedings appointing the Committee, *read* by the Clerk.

Printed copies of the Petition referred before the Committee.

Committee deliberated.

Resolved—That a copy of the Petition of Mr. Stephen Stanbridge be forwarded to the Secretary of the Paterson District Council, with an intimation that this Committee will meet on Wednesday next at 10 o'clock a.m.

[Adjourned to Wednesday next, at *Ten* o'clock.

WEDNESDAY, 21 JULY, 1875.

MEMBERS PRESENT:—

Mr. H. H. Brown in the Chair.

Mr. Macintosh, | Mr. Charles,
Mr. T. G. Dangar, | Mr. Scholey,
Mr. Gray, | Mr. Day.

Committee deliberated.

Resolved,—That the Chairman take the necessary steps to obtain power for this Committee to send for persons and papers.

[Adjourned to To-morrow, at *half-past Nine* o'clock.]

THURSDAY, 22 JULY, 1875.

MEMBERS PRESENT:—

Mr. H. H. Brown in the Chair.

Mr. Macintosh, | Mr. Charles,
Mr. Day, | Mr. Scholey,
Mr. Gray.

Entry from Votes and Proceedings granting power to this Committee to send for persons and papers, *read* by the Clerk.

William Charles Bennett, Esq. (*Commissioner and Engineer for Roads*), called in and examined.

Witness withdrew.

Mr. Stephen Stanbridge called in and examined.

Witness withdrew.

Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

WEDNESDAY, 28 JULY, 1875.

MEMBERS PRESENT:—

Mr. H. H. Brown in the Chair.

Mr. Charles, | Mr. Gray,
Mr. Macintosh.

Chairman submitted Draft Report, same read and *agreed to*.

Chairman to report to the House.

LIST OF WITNESSES.

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1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

PETITION OF STEPHEN STANBRIDGE.

THURSDAY, 23 JULY, 1875.

Present:—

MR. H. H. BROWN,
MR. CHARLES,
MR. DAY,MR. GRAY,
MR. MACINTOSH,
MR. SCHOLEY.

HERBERT H. BROWN, ESQ., IN THE CHAIR.

William Christopher Bennett, Esq., examined:—

1. *Chairman.*] You are the Commissioner of Roads and Bridges? I am.
2. With reference to the petition of Stephen Stanbridge now under the consideration of this Committee, are you aware whether he is entitled to any compensation from the Crown? Not from the Crown.
3. Will you kindly explain? I am not thoroughly conversant with the Paterson Council Act; but if it is the same as the ordinary Road Act, he is entitled to compensation for surface damage, but not from the Crown—from the District Council.
4. You are aware that the Warden of this District Council is always appointed by the Governor? Yes.
5. In your opinion the Paterson District Council is responsible to this man—it is a matter not for the District Council, the Council can then make what representations they think fit to the Government, and the Government deal with it afterwards.
6. *Mr. Macintosh.*] Are you aware of the amount of money voted for this district of Paterson? There are certain sums voted each year, and handed to the District Council to be expended on the roads.
7. There is a lump sum voted? No, a sum voted per mile for their roads. There are certain roads under their control, and these sums are handed to the Council.
8. In your experience have not similar claims to this been made before? Not from a Council like this; there have been direct claims made for injury done by a contractor or by the department direct, but not through a Council.
9. The District Council has power to go on to any land, and to take gravel for the making a road, without compensation for the gravel? The Act which gives the power also fixes the responsibility upon them.
10. If the Government did give compensation in such cases it would be an augmentation of the grant? The Government have not admitted the action of the Council at all, or admitted their liability to compensate for the acts of the Council.
11. *Mr. Charles.*] Under the District Council Act, have the Council any power to levy taxes, or any other power than to expend the money? I cannot speak to the Act. This grant from the Government is a subsequent thing altogether to the formation of the District Council; the District Councils have power to collect rates at ferries and tolls. The Maitland Council at one time had a very large revenue in that way.
12. *Mr. Scholey.*] They can establish toll-bars? Yes.
13. *Mr. Gray.*] That is not a power of taxation? It is a power of getting revenue.
14. *Mr. Day.*] Are you aware what Act this District Court works under? No; I know they have an Act, but it is not within my province to acquaint myself with it. There are two or three District Councils.
15. Are you quite sure, according to the rules of the department or of the Act in force, that this man has any

W. C.
Bennett, Esq.
23 July, 1875.

- W. C. Bennett, Esq. any claim against the District Council for gravel or metal removed from his land? I say if he has a claim at all it is against the District Council, and for surface damage only.
- 23 July, 1875. 16. Not for metal or gravel? No; of course that is a legal question, and I am not an authority on law.
17. The law says that he is not, as you will see by reference to the 17th Victoria No. 16, 13th clause? (*The witness referred to the clause.*) This is precisely the usual clause,—that they may take material, making compensation for surface damage and not for the metal or gravel. There are two things contemplated,—the filling up of pits or quarries, or the fencing in.
18. *Mr. Charles.*] There may be considerable damage done to surface grasses? That he is entitled to be paid for.
19. *Mr. Day.*] Your opinion then is that, whatever claim Mr. Stanbridge has against the District Council, he has none whatever against the Government? Not directly; the Government did not recognize him at all.
20. Directly or indirectly against the Government for this removal? No, he has no claim against the Government. It might lead to great evil if a Government were held responsible.
21. *Mr. Scholey.*] Do you not know of your own knowledge that the District Council go on to this land and take gravel and stone? I presume they do; I cannot speak of my own knowledge, but I presume as they do this work on the road they must get material.
22. Are you aware whether there is a clause in the deeds, especially old deeds of grant, reserving stone or gravel for road-making? Some have the clause, some have not.
23. Generally have not old deeds such a clause? Old deeds have; I think some very old deeds have not.
24. You are aware that the District Council can sue and be sued? That is a legal question. I am not aware.
25. In your capacity of Commissioner of Roads and Bridges, are applications for special grants on these roads made to you by the District Councils? Yes.
26. And you either recommend or refuse to recommend an amount to be granted after you have visited the locality? It is hardly a recommendation; I advise the Minister as to whether such a thing is required, and leave him to use his own discretion as to whether the money should be given.
27. *Mr. Gray.*] I suppose all the roads under the immediate control of the Government are carried on under you? Yes, now.
28. Do you know this particular road with regard to which the damage was done by the District Council? Yes, I was over it the other day.
29. Is that under you or under the District Council? Under the District Council.
30. In your department you do not consider yourself responsible for the acts of the District Council? No; the District Council has a separate legal existence, and we pay the money to them.
31. You interfere no further with them? I interfere no further with them.
32. Then, in fact, the Government could have nothing to do with them? Just so.
33. *Mr. Scholey.*] Do you think that Mr. Stanbridge should have applied to the District Council for compensation? I think he did apply.
34. Has he sent in an application? Yes; I have a copy of the application sent to the District Council, forwarded by them to us, and the reply from our office, stating that the Government have nothing to do with the matter.
35. *Mr. Charles.*] Are you aware that, although in these Acts there are provisions authorizing the removal of gravel, stone, and other materials, they have substantiated claims against the Government for taking materials off their land? Yes, and in consequence of this difficulty we have withdrawn all power from the contractor to interfere with land, leaving the contractors to deal with the proprietors. Only in special cases do we interfere, where it is impossible for contractors to deal with landed proprietors.
36. Do you know this particular land that is injured? No, I do not. I know the road, but not the land.

Mr. Stephen Stanbridge examined:—

- Mr. S. Stanbridge. 37. *Chairman.*] Is that the petition you sent in to the Assembly? Yes.
- 23 July, 1875. 38. Praying for compensation for certain damage done to your land at the Paterson by the District Council? Yes.
39. Will you kindly describe the damage that has been done? Well, there is a large extent; I suppose about 10 acres, if not more, has been dug over—some to the extent of 3 feet, some 2 feet, up to a foot deep. The top soil has been taken entirely away, the gravel removed from it, and nothing left but the bare clay soil at the top. The gravel has been taken away, to speak within limits, to the extent of over 10,000 loads; but I have estimated it in my petition at 8,000 loads. I have calculated it at a yard for a load, and it is generally a little more and never less than a yard. From my own knowledge, I can state that as much as 1,500 loads have been taken away in a year.
40. How far is this gravel carted—what distance is it taken along the road? It was taken from my place up to Tocal Bridge, a distance of 2 miles.
41. And also along the road in front of the Court House? Yes; and some was taken as far as Mr. Comer's, past the Court House.
42. On the main line of road from Paterson to Maitland? Yes.
43. Have you made application to the District Council with reference to this matter? Yes, I applied to them, and I had made objections to their getting it for years. In last October I made an application to the Council, at the request of the Warden, Dr. Park, who said that they would send it down to the Government. They considered my claim was a just one, and they sent it to the Government. Since that I believe they have received a reply that the thing was entirely in the hands of the District Council.
44. Have you had any recent conversation with the Warden with reference to this matter? The last time I had any conversation with him I objected to the Council taking gravel from the land to the extent they were doing, and showed him the injury that had been done to the land. Dr. Park said—"Well, I know it is a hard case; I will tell you what I will do; you write the whole particulars, from beginning to end, and send it to the next Council meeting." Mr. McCormack, a member of the Council, was present with him. He said—"I will forward this to the Government and do my best to get you some compensation for the injury done"; and Mr. McCormack said—"I will give you help to the best of my endeavours." That was the origin of this petition.
45. Do they persist in taking material from there now? Yes.

46. Although to a certain extent you had prohibited them? I have prohibited them almost all through, but they persist—stating that they are justified in doing so. That was the origin of my remark to Dr. Park when I had this conversation.

Mr. S.
Stanbridge.

47. Has not your land also been considerably damaged through the teams travelling over it in wet weather? Yes, roads have been made in every direction over it. Even last year there was a space cleared for a cricket ground and levelled, and drays went over it and cut it up and it has been useless ever since. There were ruts and gutters from teams going over, at some places to the depth of 2 feet.

23 July, 1875.

48. I understand that this property of yours was originally a portion of the Bona Vista Estate? A portion of it.

49. Are you aware whether there is anything in the original deed reserving to the Crown the right to remove gravel? No, I am not aware. The Council state that they can go on the Bona Vista Estate when they like, although they cannot go on Tillimby the next estate.

50. That was also a grant from the Crown? That was also a grant from the Crown.

51. On the Tocal Estate and others they could have gone? Yes.

52. You positively understood from the District Council that they have the privilege of going on any portion of it? Yes, and even at the time I have referred to Mr. Park told me that they could go on to it in any part, and take just what quantity of materials they thought proper.

53. From whom was your land purchased? We purchased it from the trustees of the estate, Messrs. Parnell and Iceton. Mr. Iceton was the principal party.

54. Have you any idea to whom the original grant was made? It was made to James Phillips.

55. At what do you value this property of yours? The portion from which this material has been taken is reserved for the extension of the town, and allotments of land on the opposite side have been sold at as much as £40 an acre. I estimate it at £20 an acre. It is not a quarter of a mile from the Court House. The public town is in one corner, then comes a private township, and this land comes between the two.

56. I think I understood you to say that there were about 10 acres which had been destroyed? Completely destroyed. Previously to the Council going upon it it was all a level surface; now it is just as full of holes as it can be, and it is so fully to the extent of 10 acres. Where they have come on stone boulders they have thrown them all out on the surface, and this 10 acres is now scattered all over with stones.

57. *Mr. Macintosh.*] Is this 10 acres a front portion of land? It is not far from it. I have a plan here which shows the position of the land. (*The witness produced the same, and pointed out the position.*)

58. You have a cottage upon that land? Yes.

59. Is your cottage upon this paddock, or is there a street intervening between the cottage and the land? Yes, but both sides of the street belong to me.

60. *Mr. Charles.*] Do you come back to this allotment? Yes; some were cut out for garden lots and some for town lots.

61. You say the land adjoining is worth £40 an acre. How long is it since it was worth £40 an acre? Allotments have been sold there within the last three or four years; there were four allotments to an acre, and they fetched £14 a lot each.

62. Is this land that the gravel is taken from good grazing land? Good grazing land.

63. You believe your property has been damaged to the extent of £500? No; I have sustained a loss by the value of the gravel and the deterioration of the land.

64. You have not sued the District Council? No.

65. And the Government has not entertained your claim? No.

66. They have referred you to the District Council? Yes.

67. The Chairman of this Committee is one of the District Council? Yes.

68. He quite understands the way that the District Council conducts the business? Yes.

69. For what purpose do you hold this land—for building or for agriculture? I use it now for grazing, as I have stated in my petition, but I am reserving it for building purposes hereafter.

70. Was this gravel that was taken away mixed with soil suitable for growing grasses? Yes; it is quite a dead clay underneath.

71. Do you think if this land were levelled it would be equally valuable for building purposes, having this clay bottom? If it were levelled, but it would be attended with considerable expense to level it down in some places.

72. I presume in these country villages the idea would be to have a garden attached to each cottage? Sometimes.

73. Would this ground in its present state be suitable for garden purposes in connection with cottages? It would have been in its original state; not now where the gravel has been dug from.

74. Then you consider that the ground is damaged as well for building purposes as for grass purposes? Yes.

75. Exclusive of the value of this gravel, what amount of damage do you think you have sustained? By the roads that have been cut up through it and the damage done to the place, it would exceed £200.

76. Not speaking of the loss of material? Not speaking of material at all.

77. The actual damage done to the property as it now stands? Yes.

78. *Mr. Day.*] Did you ever take legal opinion upon this matter? No, I have not.

79. You have never consulted a lawyer? No.

80. Did you ever read the Act? I have read portions of the Act. I have obtained no legal advice, but the chief advice I have had has been from our Clerk of Petty Sessions, who is also Clerk to the District Council.

81. What would it cost the Council to level that ground and restore it to its previous state? I believe it would take fully £200.

82. Eight thousand loads of gravel? I believe it exceeds that.

83. If the holes were filled up, the land would be equally as valuable as before? Yes.

84. *Mr. Charles.*] Not for grass purposes? It might not be for grass purposes.

85. *Mr. Scholey.*] I understand this is very good gravel? It is.

86. It rises from the road in an ascent, does it not? No, it is very nearly level.

87. Not quite? Not quite.

88. But you thoroughly understand that the Council have power to enter your land? I have always understood so.

- Mr. S. Stanbridge. 89. *Chairman.*] How far do you consider this land of yours to be from the main road? It is about half a mile from the main road.
- 23 July, 1875. 90. And to get on to your land they have to travel over other private property? Yes, they have to pass through what is called the private township belonging to various parties, and chiefly to Mr. Wilson, of Newtown.
91. You are aware that I am one of the Paterson District Council? I am.
92. And have been for the last six years? Yes.
93. You sent this petition to me simply in my capacity as your representative in the Assembly? Yes.
94. And not as having anything to do with the District Council? No.

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

PETER LECUSSON.

(PETITION OF.)

Ordered by the Legislative Assembly to be printed, 4 June, 1875.

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

The humble Petition of Peter Lecusson, of Windsor, in the Colony of New South Wales, dealer,—

MOST RESPECTFULLY SHOWETH:—

That your Petitioner became and is now the lessee of the Windsor Bridge, under the following circumstances, viz. :—

That in the latter part of the year 1874, a lease of the said bridge was submitted by public auction at the Court House, at Windsor, at which time your Petitioner and many other persons were present.

That at the time of the putting up and after the conditions of sale were read a question, was asked by several persons to this effect: "Whether the lessee would be entitled to charge toll for the same horse or vehicle crossing and recrossing more than once on the same day," the reply being that "it would be the same as the punt." The highest bid being under the reserve, the lease was withdrawn from sale.

That subsequently tenders were called for the lease of the bridge, when your Petitioner tendered under the impression that the statement made at the attempted sale by auction was correct, and being the highest tenderer, became the lessee, at a rental of £265 per annum.

That your Petitioner has since learned that the statement so made was incorrect, and that instructions have been issued by or on behalf of the Government to the effect that upon payment of one toll only passengers as aforesaid are allowed to cross and re-cross the said bridge as often as they please during the same day on payment of one toll only.

That in consequence thereof your Petitioner has sustained very considerable loss, and now considers that he is entitled to some remuneration therefor.

Your Petitioner therefore humbly prays that your Honorable House will be pleased to take the circumstances of his case into your favourable consideration, and cause such inquiry to be made as to your Honorable House may seem meet.

And your Petitioner will ever pray.

PETER LECUSSON.

Windsor, May, 1875.

1875.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

BRIDGE BETWEEN BALMAIN AND THE GLEBE.

(PETITION IN FAVOUR OF—COUNCIL AND RATEPAYERS OF BALMAIN.)

Ordered by the Legislative Assembly to be printed, 24 July, 1875, A.M.

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

The Petition of the undersigned, the Mayor and Aldermen of the Borough of Balmain, together with the Ratepayers of the said Borough,—

HUMBLY SHOWETH:—

1st. That the future welfare of the Boroughs of Balmain and the Glebe, and the accommodation for the general traffic to and from the said Boroughs in connection with the City of Sydney, would greatly be increased by the erection of a Bridge to connect Glebe Point and Balmain.

2nd. Your Petitioners would desire to point out the fact that, if such a work as this were undertaken, it would be the most direct way of opening a communication between Sydney and the Government Road leading to Gladesville *via* Five Dock.

3rd. That it would also be a connecting link between Balmain and the Glebe for omnibuses running through those localities on their way to Sydney, and at the same time would be the means of ensuring an easier mode of laying mains for a water supply into Balmain if found requisite.

Your Petitioners therefore humbly pray that your Honorable House will take the premises into your favourable consideration, and afford such relief as in your wisdom may seem just.

And your Petitioners, as in duty bound, will ever pray.

Borough of Balmain Council Chambers,
1st February, 1875.

[Here follow 339 signatures.]

1875.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

BRIDGE AT BUNDARRA.

(PETITION OF RESIDENTS IN FAVOUR OF.)

Ordered by the Legislative Assembly to be printed, 4 August, 1875.

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

The Petition of the residents of the town and district of Bundarra, on the Gwydir River,—

RESPECTFULLY SHOWETH:—

That the town of Bundarra, on the Main Northern Road of the Colony, is situated on both sides of the Gwydir River and in the midst of a district rapidly increasing in population and prosperity.

That in consequence of a Bridge not being erected across the said river in the said township, great inconvenience and annoyance are experienced by the residents of Bundarra, Inverell, Tingha, Kimberly, Cope's Creek, and Middle Creek Tin Mines, Glen Innes, and the vast pastoral and agricultural country in the vicinity of these towns.

That the Gwydir River is very often flooded, and at such times loss of life and property occur in attempts to effect a passage across the same.

That at such times Her Majesty's mails, passengers by coach, on foot, and horseback are detained for several days together. That as many as fifty teams have been delayed at a time for more than a fortnight.

That as the town of Bundarra is situated on both sides of the Gwydir River, several of the inhabitants are prevented from attending Divine Worship and the Public School by the frequent rises in the river.

That more than ninety-eight loaded waggons—each carrying on an average a loading of four tons—have passed through Bundarra within a fortnight, on their way to Inverell and the tin-mines. That all the tin obtained from the Cope's Creek and Middle Creek Tin Mines has to pass through Bundarra on its way to Murrurundi.

That the road from Bendemeer to Inverell, on which large sums of money are now being expended, will be practically valueless so long as the very important point of the passage over the Gwydir River at Bundarra is left unprovided for.

Your Petitioners therefore respectfully draw the attention of your Honorable House to the facts before-mentioned, and pray that such order may be made in the premises as to your Honorable House may seem expedient.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

[Here follow 112 signatures.]

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BY-LAWS—MUNICIPAL DISTRICT OF TENTERFIELD.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 5th December, 1874.

MUNICIPAL DISTRICT OF TENTERFIELD.

BY-LAWS.

THE following By-laws, made by the Council of the Municipal District of Tenterfield, relating to carts, drays, waggons, &c., plying for hire; goods remaining longer than necessary in streets, &c.; obstruction of thoroughfares, the depositing building material, &c., and making sheds in streets; firearms, fireworks, &c.; fires in the open air, &c.; the covering in of wells; stockyards erected in public streets, &c.; shades or awnings in front of shops, &c.; and the depasturing cattle, &c., within the Municipality,—having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the "Municipalities Act of 1867."

HENRY PARKES.

BY-LAWS, for carts, drays, waggons, &c., plying for hire within the Municipality of Tenterfield.

THAT from and after the passing of this By-law any person who shall be desirous to ply with any car, cab, or other vehicle, or with any cart, dray, or waggon, for hire or reward, or to draw or to carry with any cart, dray, or waggon, any wood, water, butcher's meat, bread, dairy, farm, or other produce, bricks, stone, or any building materials, or any merchandise or other property whatsoever for hire, or reward, within the said Municipality, shall on being approved of by the Mayor, register his name and place of abode in the office of the Town Clerk, and shall thereupon, and from time to time thereafter on payment by him of the rate according to the scale herein-after mentioned, receive from the Town Clerk a license, on which shall be written his name, place of abode, and number of vehicle so approved,—every such license to continue and be in force until the thirty-first day of December in each and every year, and no longer; and if any person shall ply with any car, cab, or other vehicle, or with any cart, dray, or waggon, without being so licensed, or shall cause or procure any person to ply, not being so licensed, within the said Municipality—or if any person shall draw or carry any wood or water with any cart, dray, or waggon, for the supply of the inhabitants of the said Municipality, without being so licensed, he shall forfeit and pay for every such offence any sum not exceeding five pounds, nor less than one pound: Provided always that nothing herein shall apply to carters bringing or taking any goods or merchandise to or from any place without the said Municipality, but shall apply in all cases when the same property is loaded or delivered from any cart, dray, waggon, or other vehicle within the said Municipality.

2. The following is the scale of fees for licenses above-mentioned:—

	£	s.	d.
For every four wheeled waggon, an annual sum of	2	0	0
For every bullock-dray, an annual sum of ...	1	10	0
For every car, cab, cart, dray, water-cart, or night-cart, an annual sum	1	0	0

3. The above fees shall be payable on the first day of January in each year, and not later than the 31st of the same month: Provided always, that upon any such license issued after the 31st day of March in each year, there shall be demandable three-fourths of the fee above-mentioned, and any such license issued after the 30th day of June in each year, there shall be demandable one-half the fee above mentioned for the same and no more.

4. And be it further ordered and directed, that when any person shall have in his employ any servant licensed as aforesaid, and such servant shall leave such employment before his license shall have expired, then and in any such case the license of such servant shall and may be transferred to any other person by registering such transfer at the office of the Town Clerk.

5. And be it further ordered and directed that the name of every person licensed as aforesaid, together with the number of his license, and the word licensed cart, dray, waggon, or other vehicle, as the case may be, shall at all times be legibly painted in letters not less than one inch in length upon the off side of the cart, dray, waggon, or other vehicle with which he shall ply for hire or carry as aforesaid. And if any such person shall at any time fail or neglect, to keep his name the number of his license, and the words licensed cart, dray, waggon, or other

vehicle, as the case may be, legibly painted as aforesaid, he shall forfeit and pay for every offence not less than ten shillings, nor more than one pound sterling; and if any person not duly licensed as aforesaid shall ply or draw, or carry wood or water, other property or merchandise with a cart, dray, waggon, or other vehicle, on which there shall be painted licensed, or the words licensed cart, dray, waggon, or other vehicle, as the case may be, he shall forfeit and pay for every such offence not less than one pound nor more than five pounds sterling.

And be it further ordered and directed, that in order the better to guard against accident by fire, the owners of all carts or drays engaged in the supplying of water within the said Municipality shall keep such cart or dray constantly loaded with water during the night, and any owner of any cart or dray engaged in the supplying of water to the inhabitants of the said town, who shall fail without a reasonable cause to keep his cart or dray loaded with water during the night, shall forfeit and pay for every such offence a sum not less than two pounds or more than five pounds.

No water carrier shall obtain a license unless he has a proper butt with hose attached, and approved of by the Mayor of the said Municipality.

That the licensed carrier first arriving at any fire with water shall be entitled to and receive payment of the sum of one pound sterling as a gratuity.

Made and approved by the Council of the Municipal District of Tenterfield, on the fifth day of October, 1874.

EDWARD R. WHEREAT,

JOHN SIMONS,
Council Clerk.

Mayor.

BY-LAWS for Municipal Council of Tenterfield, September 29th, 1874.

Goods remaining longer than necessary.

That no person shall suffer any goods, merchandise, or things to be or remain in any street, foot-path, lane, or thoroughfare within the said Municipality, for a longer period than shall be necessary for the housing or removal thereof.

Obstruction of thoroughfares.

That no person shall by means of any horse or other animal, or by means of any cart, carriage, truck, or barrow, wilfully interrupt any public crossing, or drive or ride on any foot-path or water table within the said Municipality, or wilfully cause any obstruction in any thoroughfare therein.

Consent of Mayor for depositing building materials, &c., or making sheds and streets.

That no person or persons shall place or deposit any stone, wood, lime, sand, or other materials, or erect, build, or place any shed for workmen, or other erections or enclosures on any road, street, carriage, or foot-way, or other public place within the said Municipality, without the consent of the Mayor of the said Municipality for the time being first had and obtained.

Firearms, fireworks, &c.

That no person shall throw, cast, or fire any squib, cracker, rocket, or other fireworks in, near, or into any street, road, lane, or thoroughfare or passage within the said Municipality, nor permit or suffer any person to fire off or discharge, at or from his house, any gun, pistol, or other firearm, nor make or assist in making any bon-fire, nor burn any matter in any street, road, lane, thoroughfare, or passage, within the said Municipality, nor shall set or let off any fire-balloon within the said Municipality.

Fires in the open air, &c.

That no person or persons shall burn, or cause, permit, or suffer to be burned, any shavings, rubbish, or other matter, nor shall kindle, or continue, or cause, permit, or suffer to be kindled or continued, any fire in the open air, or in any place not properly and sufficiently constructed for the purpose, within the distance of one hundred yards from any dwelling-house, building, or fence in any place whatsoever within the said Municipality.

Covering in well.

That every person who shall have a well, under-ground tank, or cistern, on his or her premises in the said Municipality, shall well, securely, and permanently cover the same, and every day during which such well, under-ground tank, or cistern, shall remain not so covered shall constitute an offence under this by-law.

Stockyards erected in public streets, &c.

That it shall not be lawful for any person or persons, after the passing and approval of this by-law, to erect, or cause to be erected, in any street or public place within this Municipality, any stock-yard or other yard for the reception or killing of cattle and horses, or for any other purpose whatever: Provided also that it shall be lawful for the Municipal Council of the said Municipality to remove, or cause to be removed, any already existing yards or stock-yards in any street or public place, upon complaint of at least ten ratepayers residing in the locality where such stockyards are situated: Provided also that in case the owner or occupier of any such yard or stock-yard shall, within twenty-one days after notice from the said Municipal Council, fail to remove such yard or stock-yard, said owner or occupier shall, on conviction thereof before two or more Justices of the Peace, forfeit and pay a penalty or sum not exceeding twenty pounds, nor less than five pounds sterling, together with all costs of suit.

Shades or awnings in front of shops, &c.

That it shall not be lawful for any person or persons to erect or cause to be erected any shade, awning, or other work, building, or erection of any nature or material, over or across any public street or footpath, or any part thereof, within the said Municipality, without first having obtained, in writing, the consent of the said Municipal Council: Provided also that such awning, &c., be at least eight feet above the height of the footway in front of such house or shop, and that the posts to be upright and placed close up to the curb-stone or outer edge of such footway, and be approved of by the Mayor of the said Municipal Council.

Depasturing cattle, &c., within the Municipality.

That it shall not be lawful for any person to drive any mob of horses, or cattle, or flock of sheep, into any part of the said Municipality for the purpose of depasturing the same, nor shall it be lawful for the driver of any mob of horses, or cattle, or flock of sheep, to camp with such mob of horses, or cattle, or flock of sheep, within any part of the said Municipality, under a penalty or sum not exceeding one shilling for every head of horses and cattle, and one penny per sheep, found so trespassing, which sum, with costs, may be recovered before any two Justices of the Peace as other penalties under these by-laws: Provided that nothing in this bye-law shall prevent mobs of travelling horses, or cattle, or flocks of sheep, from passing through any part of the said Municipality as specified in other by-laws before stated: Provided also that it shall be discretionary with such Justices of the Peace to decide what number of cattle or horses shall constitute a mob.

Penalties.

That every neglect, breach or offence of, or against, any of the provisions of these by-laws, where no specific penalty is hereinbefore provided for such neglect, breach, or offence, the maximum penalty shall be twenty pounds sterling; and all fines, fees, and penalties so recovered shall be paid to the Town Clerk for the time being, or to such other person or persons as the said Municipal Council shall appoint, for the benefit of the said Municipality.

Made and approved by the Council of the Municipal District of Tenterfield, on the 5th day of October, one thousand eight hundred and seventy-four.

EDWARD R. WHEREAT,

Mayor.

JOHN SIMONS,
Council Clerk.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BOROUGH OF ST. LEONARDS.—BY-LAWS.)

Presented to Parliament, pursuant to Act 31, Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 17th December, 1874.

BOROUGH OF ST. LEONARDS.

BY-LAWS.

THE following By-laws, made by the Council of the Borough of St. Leonards, for the collection of Tolls at, and the management of the St. Leonards Toll-gate, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the "Municipalities Act of 1867."

HENRY PARKES.

PREAMBLE.

WHEREAS portions of the roads known as the Lane Cove Road and North Sydney Road, including their junction, are within and belong to the Municipality of St. Leonards within the meaning of the one hundred and seventy-ninth section of the "Municipalities Act of 1867," and it is expedient for the purpose of making and repairing such portions of the said roads to establish tolls thereon, and to erect a toll-gate for the collection of such tolls, and to make By-laws for the proper collection and management thereof, by virtue of the powers conferred by the above-mentioned and also the one hundred and fifty-third section of the said Act,—it is resolved by the Council of the said Municipality as follows:—

Tolls established.

1. Tolls to such amounts as shall be fixed from time to time by resolution of the Council, and not exceeding in each case the several amounts prescribed in Schedule B hereto, shall be demanded, taken, and paid at the toll-gate named in Schedule A hereto, of, from, and by every person, save as hereinafter provided, who shall drive any vehicle, or drive or ride any animal named in Schedule B through the said toll-gate, or along the Lane Cove or North Sydney Roads, to within twenty yards of the said toll-gate, provided that only one toll shall be payable for or in respect of any one vehicle or animal on any one day.

Collector's tenure of office.

2. A Collector shall be appointed by resolution of the Council of the said Borough for such toll-gate, and shall be removable by a like resolution.

Sureties for Toll Collector.

3. Such Collector shall find two sureties to the satisfaction of the Mayor, to the extent of fifty pounds each, for the due and faithful performance of his duties.

Payment and recovery of tolls.

4. All such tolls shall be paid to the Collector thereof to be appointed as aforesaid, in such several amounts for the respective animals or vehicles as are specified in Schedule B hereto; and if any person liable to the payment of such tolls, other than those exempted from toll as here-

inafter provided, shall, after demand thereof, neglect or refuse to pay any such toll, the Collector thereof may by closing and keeping closed such toll-gate, prevent such person, or any horse, beast, cattle, or carriage or other vehicle, in respect of which any such toll is payable, from passing through or by, or from being ridden, led, or driven through or by such toll-gate.

Exemption from toll.

5. No toll shall be demanded, taken, or paid, by virtue of these By-laws, for any horse or carriage or other vehicle belonging to or conveying, or attending or going to convey or attend, or returning from having conveyed or attended, the Governor of the said Colony for the time being; nor of or from any of Her Majesty's officers or soldiers, being in proper staff or regimental or military uniform dress or undress; nor for any horse ridden, or any horse or carriage then employed, by such officer or soldier upon or for Her Majesty's service, or returning from such employment; nor of or from any member of any Corps of Volunteers going to or returning from exercise as such, for any horse ridden by such member, or for any gun-carriage, waggon, or other vehicle belonging to any such Corps, or then being employed exclusively for the purpose of the same, or returning from such employment, and not otherwise employed; nor for any horse or carriage or other vehicle of or belonging to the Government, or the Council of the Borough, and then employed in the service of the said Government or Council; nor of or from any member of the Police Force, being on actual duty, or any prisoner under the charge of such member of the Police Force, or any horse or carriage exclusively employed in carrying such member of the Police Force, or prisoner, or their baggage, respectively, or returning from such employment, and not otherwise employed; nor of or from any Minister of Religion; nor of or from any person going to or returning from attending at a funeral, or going to or returning from any place of worship on Sunday, Good Friday, or Christmas Day, for any horse or private vehicle ridden or driven by such Minister or person; nor for or in respect of any horse, beast, or carriage, or other vehicle carrying the Post Office Mails; nor for any animal driven to or

going from water or feed; nor for any horse or carriage or other vehicle which shall only cross the road beyond the said toll-gate, or shall not pass on any such road above the distance of two hundred yards, whether passing through the said toll-gate or otherwise: Provided always that every such member as aforesaid of any Volunteer Corps, or of the Police Force, shall have his dress and accoutrements according to the regulations of such Corps or Force for the time being.

False claim of exemption.

6. If any person shall claim or take the benefit of any of the exemptions from toll hereinbefore mentioned, not being entitled to the same, he shall, on conviction, forfeit and pay for every such offence a penalty of not less than one pound or more than five pounds.

Evasion of toll.

7. If any person shall, with any horse, beast, or cattle, or carriage, go off or pass from any street or road through or over any land or ground near or adjoining thereto, not being a public highway, such person not being the owner or occupier, or servant, or one of the family of the owner or occupier of such ground, with intent to evade the payment of any toll payable under these By-laws,—or if any owner or occupier of any such land or ground shall knowingly or willingly permit or suffer any person, except as aforesaid, with any horse, cattle, beast, or carriage, to go or pass through or over such land or ground with intent to evade any such toll,—or if any person shall fraudulently or forcibly pass through or by such toll-gate with any horse, cattle, beast, or vehicle, or shall leave upon such street or road any horse, cattle, beast, or vehicle whatsoever, or shall take off or cause to be taken off any horse, beast, or cattle from any vehicle, either before or after having passed through or by such toll-gate, or having passed through or by such toll-gate, shall afterwards add or put any horse or other beast to any such vehicle and draw therewith upon any part of such street or road, so as to increase the number of horses or other beasts drawing the said vehicle after the same shall have so passed, or shall do any other act whatever in order or with intent in any such case to evade the payment of all or any part of such toll and whereby the same shall be evaded,—every person shall for every such offence forfeit and pay a sum not less than five shillings or more than five pounds.

Toll board.

8. The Council shall cause to be put up and continued in some conspicuous place at or near such toll-gate as aforesaid, so that the same shall be visible to public view, a table painted in distinct and legible black letters, at least two inches in length and of a breadth in proportion, on a board with a white ground, containing on the top thereof the name of the said toll-gate, and also containing a list of the tolls payable thereat, distinguishing the several tolls and the different sorts of animals or vehicles for which they are to be paid.

Collector's board—Offences by Toll Collector.

9. The toll Collector at the said toll-gate shall place or cause to be placed in some conspicuous place at or near such toll-gate, so that the same shall appear to public view, his christian name and surname, painted in black on a board with a white ground, each of the letters of such name to be at least two inches in length and of a breadth in proportion; and such board shall be and remain at such toll-gate during the whole of the time during which the person whose name shall be expressed thereon shall be on duty thereat: And if any such Collector shall not place such board and keep the same there during the time he shall be such Collector as aforesaid, or shall demand or take a greater or less toll from any person than he shall be authorized to do by virtue of these By-laws, or shall demand or take a toll from any person who shall be exempt from the payment thereof and claim such exemption, or shall refuse to permit or suffer any person or persons to read, or shall in anywise hinder any person or persons from reading the inscriptions on any board put up or kept hereunder, or shall refuse to tell his christian name and surname to any person or persons who shall demand the same on being paid the said tolls or any of them, or shall in answer to such demand give a false name or names, or upon the legal toll being paid or tendered shall unnecessarily detain or wilfully obstruct, hinder, or prevent any passenger from passing through or by such toll-gate, or shall make use of any scurrilous or abusive language to any passenger, every such collector shall on conviction forfeit and pay for every such offence a penalty not exceeding five pounds.

10. Every such Collector of tolls shall keep and render such accounts of all his receipts for such tolls as the Council or the Finance Committee thereof may from time to time direct or require, and shall pay over all such receipts at such times and to such officers of the Council as the said Council may from time to time direct.

11. The Council may (anything contained in these By-laws notwithstanding) lease the said toll-gate for a term of not more than one year, for the best rent that may reasonably be procured, payable quarterly in advance; on condition that the lessee shall find two sureties, to the satisfaction of the Mayor, to the extent of fifty pounds each, for the due and faithful performance of all such duties as are by these By-laws imposed upon the Collector, and shall agree to be liable to fines and otherwise in the same manner as the Collector would be if appointed, except only as to the payment of receipts to any officer of the Council; and on condition that in case of any breach of such duties by the lessee, or of non-payment of rent for one week after the same shall be due, the Council may by resolution avoid the lease, and immediately re-enter upon and take all tolls to become payable; and in case the said tolls shall be leased, then the appointment of a Collector under the second By-law shall become and be deemed unnecessary, and the lessee shall have all the same rights as to taking tolls, and shall for all purposes, save as aforesaid, stand in the same position as the Collector would by virtue of these By-laws.

Passed by the Municipal Council of the Borough of St. Leonards, on the fourteenth day of August, 1874.

WILLIAM TUNKS,
Mayor.
SYDNEY BALY,
Council Clerk.

SCHEDULE A.

St. Leonards Toll-gate.

Situated on the Lane Cove Road, at or near the junction of the North Sydney and the Lane Cove Roads.

SCHEDULE B.

	s.	d.
For every sheep, lamb, pig, or goat	0	0 ½
For every ox or head of neat cattle	0	1
For every horse, mare, gelding, ass, or mule ...	0	2
For every cart, dray, or other such vehicle, with two wheels, drawn by one horse or other animal	0	3
For every cart, dray, or other such vehicle, with two wheels, drawn by two horses or other animals	0	6
For every cart, dray, or other such vehicle, with two wheels, drawn by three horses or other animals	0	9
For every cart, dray, or other such vehicle, with two wheels, drawn by four horses or other animals	1	0
For every horse or other animal above four ...	0	3
For every wain, waggon, or other such carriage with four wheels, drawn by two horses or less, or other animals	0	9
For every wain, waggon, or other such carriage with four wheels, drawn by three horses or other animals	1	0
For every wain, waggon, or other such carriage with four wheels, drawn by four horses or other animals	1	3
For every horse or other animal above four ...	0	3
For every gig, chaise, or other such carriage, with two wheels, drawn by one horse or other animal	0	6
For every gig, chaise, or other such carriage, with two wheels, drawn by two horses or other animals	0	9
For every coach, chariot, or other such carriage with four wheels, drawn by one horse or other animal	0	9
For every coach, chariot, or other such carriage with four wheels, drawn by two horses or other animals	1	0
For every coach, chariot, or other such carriage with four wheels, drawn by three horses or other animals	1	3
For every coach, chariot, or other such carriage with four wheels, drawn by four or more horses or other animals	1	6

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BOROUGH OF WOLLONGONG—BY-LAWS.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 156.

Colonial Secretary's Office,
Sydney, 21st December, 1874.

BOROUGH OF WOLLONGONG.

BY-LAWS.

THE following By-laws, made by the Council of the Borough of Wollongong, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the "Municipalities Act of 1867."

HENRY PARKES.

BY-LAWS for regulating the proceedings of the Municipal Council of the Borough of Wollongong, and the duties of the officers and servants of such Council—for preserving order at meetings of the said Council—for determining the times and modes of collecting and enforcing payment of rates—for preventing and extinguishing fires—for suppressing nuisances and houses of ill-fame—for preventing or regulating and licensing exhibitions held or kept for hire or profit, bowling-alleys, and other places of amusement—compelling residents to keep their premises free from offensive or unwholesome matters—regulating and licensing porters, public carriers, water-drawers, and vehicles plying for hire—the killing of cattle, and sale of butcher's meat—regulating markets and market dues—opening new public roads, ways, and parks—aligning and cleansing roads and streets—regulating the supply and distribution of water—sewerage and drainage—lighting—preserving trees and shrubs—generally controlling and managing public reserves—regulating free libraries—preventing or regulating the bathing or washing the person in any public water near a public thoroughfare—preserving public decency—providing for the health of the Municipality, and against the spreading of contagious or infectious diseases—restraining noisome and offensive trades—collecting and managing tolls, rates, and dues upon roads, bridges, wharfs, jetties, and markets—establishing, maintaining, and regulating museums, botanical gardens, and other places of recreation or improvement—and generally maintaining the good rule and government of the said Borough.

PART I.

Proceedings of the Council and Committees.
Preservation of order at Council Meetings.
Duties of officers and servants, &c.

MEETINGS OF THE COUNCIL.

Ordinary Meetings.

1. The Council shall meet for the despatch of business on the first Friday in every month, at 7:30 P.M., unless such day shall happen to be a public holiday. In the latter case the meeting shall be held on such other day as the Mayor may appoint.

7—A

Election of Chairman in absence of Mayor.

2. If at any meeting of the Council the Mayor be absent at the expiration of fifteen minutes after the time appointed for holding such meeting, the Aldermen then present shall proceed to elect, from among themselves, a Chairman for such meeting.

No quorum, &c.

3. In the event of a quorum not being present within half an hour after the time appointed for such meeting of the Council, the names of the Aldermen present shall be taken down and entered in the minute-book by the Council Clerk, and each Alderman absent shall pay a fine as hereinafter provided, such fine to be remitted only in case of accident, illness, or other causes, which shall be laid before the Council at the next meeting by letter from the absentee, and by them be deemed satisfactory.

Fine for absence from meetings.

4. Every Alderman being absent from a meeting of the Council as aforesaid, shall for every such absence forfeit the sum of two shillings and six pence sterling, and all such fines so incurred shall be paid to the Council Clerk within ten days after the person so fined shall have received, or have had left at his residence, a notice of such fine; and in case of default the Mayor shall enforce the payment thereof under the provisions of the "Municipalities Act of 1867," all such fines to be carried to the credit of the Borough funds.

ORDER OF BUSINESS.

Business of ordinary meetings.

5. The following shall be the order of business at all meetings of the Council, other than special meetings:—

- (1.) The minutes of the last preceding meeting to be read corrected, if erroneous, and verified by the signature of the Mayor or other Chairman. No discussion to be permitted on such minutes, except as to whether they are correct.

- (2.) Petitions (if any) to be presented and dealt with.
- (3.) Correspondence to be read, and, if necessary, ordered upon.
- (4.) Reports from Committees, and minutes from the Mayor (if any), to be presented and ordered upon.
- (5.) Questions as to any matters under the jurisdiction or within the official cognizance of the Council, to be put and replied to; and statements as to any facts, matters, or circumstances requiring attention by the Council, or any of its committees or officers, to be made.
- (6.) Motions of which notice has been given, to be dealt with in the order in which they stand on the business-paper.
- (7.) Orders of the day to be disposed of, as they stand on the business-paper.

Business may be dealt with out of regular order.

6. Provided that it shall be competent to the Council at any time, by resolution, without notice, to entertain any particular motion, or to deal with any particular matter of business, out of its regular order on the business-paper, without any formal suspension of the last preceding section,—also, and in like manner, to direct that any particular motion or matter of business shall have precedence at a future meeting.

Business at special meetings.

7. At special meetings of the Council, the business—after the minutes have been read and verified, which shall be done in the same manner as at an ordinary meeting—shall be taken in such order as the Mayor, or the Aldermen at whose instance such special meeting shall have been called, may have directed.

Business-paper for ordinary meeting—how prepared.

8. The business-paper for every meeting of the Council, other than a special meeting, shall be made up by the Council Clerk not less than two nor more than three days before the day appointed for such meeting. He shall enter on such business-paper a copy or the substance of every notice of motion, and of every requisition or order as to business proposed to be transacted at such meeting, which he shall have received, or shall have been required or directed so to enter in due course of law, and as hereafter provided. Every such entry shall be made (subject to the provisions of section 5 of this "Part" of these By-laws) in the same order as such notice, requisition, or direction shall have been received.

Business-paper for special meeting.

9. The business-paper for each special meeting shall contain only such matters as shall have been specially ordered to be entered thereon by the Mayor or Aldermen calling such meeting.

Summons to members.

10. The summons to members of the Council for every meeting thereof shall be prepared from the business-paper for such meeting, and shall embody the substance of such business-paper.

How business-paper is to be disposed of.

11. The business-paper for each meeting of the Council shall at such meeting be laid before the Mayor or Chairman, who shall make a note upon such business-paper of the mode in which each matter entered thereon has been dealt with. And such business-paper so noted shall be a record of the Council.

Notices of motion, &c., to be numbered as received, and preserved until matter disposed of, unless withdrawn before business-paper made up.

12. All notices of motion and all requisitions from Aldermen and directions from the Mayor as to the entry of any particular matters of business for the consideration of the Council at its then next or any future meeting, shall be numbered by the Council Clerk as they are received. And each such notice, requisition, and direction shall be preserved by such clerk until after the matter to which it relates shall have been disposed of, and the record in the minute-book of the manner in which such matter has been so disposed of shall have been duly verified as required by section 5 of this "Part" of these By-laws: Provided however that the person giving or forwarding any such notice of motion, requisition, or direction to the Council Clerk, shall be at liberty to withdraw the same at any time before the making up of the business-paper.

After business-paper made up, all notices, &c., to be the property of the Council.

13. After the business-paper shall have been made up as aforesaid, all the said notices of motion, requisitions, and directions, as to which entries have been made thereon, shall be the property of the Council, and shall not be withdrawn, altered, or amended without leave having been first obtained from the Council for such withdrawal, alteration, or amendment.

MOTIONS AND AMENDMENTS.

Motions, how to be moved.

14. Except by leave of the Council, motions shall be moved in the order in which they stand on the business-paper; and if not so moved or postponed shall be struck from such business-paper and be considered to have lapsed.

Absence of proposed mover.

15. No motion of which notice shall have been entered on the business-paper shall, except as hereinafter provided, be proceeded with in the absence of the Alderman by whom such notice shall have been given, unless by some other Alderman producing a written authority for that purpose from such first-named Alderman.

Motion to be seconded.

16. No motion in Council shall be discussed unless and until it be seconded.

Amendment may be moved.

17. When a motion in Council shall have been made and seconded, any Alderman shall be at liberty to move an amendment thereon, but no such amendment shall be discussed unless and until it be seconded.

Motions and amendments to be in writing.

18. No motion or amendment shall be discussed until it shall have been reduced to writing.

Only one amendment at a time.

19. No second or subsequent amendment shall be taken into consideration until the previous amendment or amendments shall have been disposed of.

Amended question—further amendments may be moved thereon.

20. If an amendment be carried, the question as amended thereby shall become itself the question before the Council, whereupon any further amendment upon such question may be moved.

How subsequent amendments may be moved.

21. If any amendment—either upon an original question or upon any question amended as aforesaid—shall be negatived, then a further amendment may be moved to the question to which such first-mentioned amendment was moved—and so on: Provided that not more than one question and one proposed amendment thereof shall be before the Council at any one time.

Motions for adjournment.

22. No discussion shall be permitted on any motion for adjournment of the Council; and if, upon the question being put on any such motion, the same be negatived, the subject then under consideration, or the next in order on the business-paper, or any other on such paper that may be allowed precedence, shall be discussed before any subsequent motion for adjournment shall be receivable.

Requisitions from Aldermen—how to be dealt with.

23. Every requisition by an Alderman that any particular matter of business be brought before the Council, shall be regarded and treated as a notice of motion by such Alderman that such business be taken into consideration by the Council. And he shall be called upon in due order to move that such business be so considered, or to make any other motion which he may think fit in reference thereto, which shall be consistent with the notice of such business and with good order. And if such Alderman be absent, or if being present and so called upon he shall make no motion, then it shall be open to any other Alderman to make such motion. And when any such motion shall have been made it shall be dealt with in precisely the same manner as if notice thereof had been given; subject, however, to any objection which may exist as to its not being in accordance with the notice actually given of such business, or with good order. And if no motion shall be made in reference to such business the entry relating thereto shall be struck from the business-paper.

ORDERS OF THE DAY.

Of what orders of the day shall consist.

24. The Orders of the Day shall consist of any matters other than motions on notice, which the Council shall, at a previous meeting thereof, have directed to be taken into consideration, or which the Mayor or any Committee of the Council shall have directed to be entered on the business-paper for consideration.

How they are to be dealt with.

25. Section 23 of this "Part" of these By-laws shall be considered applicable to Orders of the Day. And the Alderman who has the usual charge of, or who has previously moved in reference to, the particular business to which any such Order of the Day relates, shall be the person called upon to move.

PETITIONS.

Petitions to be respectfully worded, &c.

26. It shall be incumbent on every Alderman presenting a petition to acquaint himself with the contents thereof, and to ascertain that it does not contain language disrespectful to the Council. The nature and prayer of every such petition shall be stated to the Council by the Alderman presenting the same.

Petitions—how received.

27. All petitions shall be received only as the petitions of the parties signing the same.

How Petitions are to be dealt with.

28. No motion shall, unless as hereinafter provided, be permissible on the presentation of a petition, except that the same be received, or that it be received and referred to one of the permanent committees hereinafter mentioned, or that it be received, and that its consideration stand an Order of the Day for some future meeting: Provided, however, that if any Alderman shall have given due notice of a motion in reference to any petition, and such petition shall have been presented before such Alderman shall have been called upon to move such motion, the said motion shall, if otherwise unobjectionable, be considered in order.

CORRESPONDENCE.

Duties of Mayor as to correspondence.

29. The Mayor shall have the same duty in reference to letters addressed to the Council, before directing the same to be read, as by section 26 of this "Part" of these By-laws is imposed upon Aldermen presenting petitions. The Mayor shall direct as to the order in which all correspondence shall be read, and no letter addressed to the Council shall be presented or read by any Alderman. If the Mayor be absent, and shall not have examined any such letters addressed to the Council, or have given any such directions as aforesaid, then the duties imposed by this section shall devolve upon the presiding Alderman.

Section 28 to apply to letters.

30. Section 28 of this "Part" of these By-laws shall be considered as fully applicable to letters addressed to the Council as to petitions.

Letters sent not to be discussed, but every letter may be subject of motion.

31. No discussion shall be permitted in reference to any letters which have been written and sent by the Mayor, or by any officer of the Council, and copies of which may be read to such Council: Provided, however, that any notice of motion, consistent with good order, may be entertained with reference to any such letters, whether read or not, or with reference to any letters addressed to the Council which the Mayor or presiding Alderman may not have ordered to be read as aforesaid.

REPORTS FROM COMMITTEES AND MINUTES FROM THE MAYOR.

Form of Report.

32. All reports from Committees shall be written on foolscap paper, with a margin of at least one-fourth of the width of such paper; and shall be signed by the Chairman of such Committee, or in his absence by some other member of the same; and the names of the members of the Committee who have attended shall be written at the foot.

Mayor's minutes.

33. The Mayor shall have the right of directing the attention of the Council to any matter or subject within its jurisdiction or official cognizance, by a minute in writing. Every such minute shall be written upon paper of the same kind and with the same margin as a report from a Committee, and shall be signed by such Mayor.

How reports, &c., are to be dealt with—Duties of Chairman &c., in certain cases.

34. No motion shall (unless as hereinafter provided) be permissible, on the presentation of a report from a Committee or a minute from the Mayor, except that the same be received, or that it be received and that its consideration stand an order of the day for some future meeting: Provided, however, that if any Alderman shall have given due notice in reference to any such report or minute, or if an order for the consideration of such report or minute shall have been entered among the orders of the day, such motion or order may, if otherwise unobjectionable, be moved or considered in due course. And whenever any such report or minute embodies any recommendation which cannot legally be carried out without due notice, and it is nevertheless desirable that such report or minute shall be definitely ordered upon during the meeting of the Council at which such report or minute is presented, it shall be the duty of the Chairman or member of such Committee signing such report, or of

such Mayor, as the case may be, to give or transmit to the Council Clerk such a notice of motion, requisition, or direction as aforesaid, as will enable such Council Clerk to make the necessary entry on the business-paper, and to give such due notice.

QUESTIONS AND STATEMENTS.

Limitations as to questions and statements.

35. No question or statement shall be allowed to be put or made which is inconsistent with good order, or is not in strict accordance with the requirements of section 5 of this "Part" of these by-laws.

Notice to be given.

36. Sufficient notice of every question shall be given to the person who is expected to reply thereto, to allow for the consideration of such reply, and, if necessary, for a reference to other persons or to documents.

Answer not compulsory.

37. It shall not be compulsory upon any person questioned as aforesaid to answer the question so put to him.

Question to be put without argument, &c.

38. Every such question must be put categorically, without any argument or statement of fact.

Similar provision as to statements.

39. Every such statement must be made without argument.

No discussion on question, &c.—Rights of objection and of subsequent motion reserved.

40. No discussion shall be permitted as to any such question, or as to any reply or refusal to reply thereto, or as to any such statement, at the time when such question is put, or such reply or refusal to reply is given, or such statement is made: Provided, however, that nothing herein contained shall prevent the taking of any objection as to any such question or statement being out of order, or shall prevent the discussion, after due notice as hereinbefore provided, of any matters properly arising out of or relating to any such question, or reply, or refusal to reply, or any such statement as aforesaid.

ORDER OF DEBATE.

Mode of addressing the Council, &c.

41. Every Alderman who shall make or second any motion, or shall propose or second any amendment, or shall take any part in any debate or discussion, or shall put or reply to any question, or shall make any statement, or shall in any other way or for any other purpose address observations to the Council, shall, while so doing, stand up in his customary place (unless he shall be prevented from so doing by reason of some bodily infirmity), and shall address himself to the Mayor or other Chairman then presiding: Provided that in the case of a question, such question may, by permission of such Mayor or Chairman, be put directly to the Alderman or officer to be questioned, and may be replied to in like manner. But in every such case the question so put and the answer thereto shall be subject to every legal objection on the ground of disorder or irrelevancy. And all members of the Council shall on all occasions, when in such Council, address and speak of each other by their official designations, as Mayor, Chairman, or Alderman, as the case may be.

Speaker not to be interrupted, if in order.

42. No Alderman shall be interrupted while thus speaking, unless for the purpose of calling him to order as hereinafter provided.

Limitations as to number of speeches, &c.

43. Every mover of an original motion shall have a right of general reply to all observations which may have been made in reference to such motion, and to any amendments moved thereon, as well as a right to speak upon every such amendment. Every Alderman, other than the mover of such original motion, shall have a right to speak once upon such motion, and on every amendment thereon. No Alderman shall speak oftener than once upon any question other than a question of order, unless when misrepresented or misunderstood, in which case he shall be permitted to explain, without adding any further observations than may be necessary for the purposes of such explanation.

Mover and seconder.

44. An Alderman who has moved any motion or amendment shall be considered to have spoken thereon; but an Alderman who shall have seconded any such motion or amendment without any further observation than that he seconded the same, shall be at liberty to speak on such motion or amendment.

Speaker not to digress, &c.

45. No Alderman shall digress from the subject under discussion, or shall make personal reflections on, nor impute improper motives to, any other Alderman.

Adjournment of debate.

46. A debate may be adjourned to a later hour of the day, or to any other day specified, and the Alderman upon whose motion such debate shall have been so adjourned shall be entitled to pre-audience on the resumption of the same.

Mayor to decide as to pro-audience.

47. If two or more Aldermen rise to speak at the same time the Mayor or Chairman shall decide which of such Aldermen shall be first heard.

Alderman may require question to be stated, &c., under certain restrictions.

48. Any Alderman may request the question or matter under discussion to be read or stated for his information, or may require the production of any records of the Council bearing upon such question or matter which are readily accessible: Provided, however, that no such request or requisition shall be so made as to interrupt any other Alderman when speaking, or materially to interrupt the discussion. Also, that if such request or requisition shall appear to the Mayor or Chairman not to have been made *bona fide* it shall not be complied with.

Mayor or Chairman may move or second motion, &c., and address Council thereon.

49. The Mayor or Chairman may move or second any motion or amendment, or put any question, as provided for by section 5 of this "Part" of these By-laws. And such Mayor or Chairman shall have the same right as any other Alderman to speak once upon every such subject or amendment. The Mayor or Chairman shall rise when so speaking (unless prevented by some bodily infirmity from so doing), but shall be considered as still presiding.

QUESTIONS OF ORDER.

Mayor or Chairman to decide points of order.

50. The Mayor or Chairman shall preserve order, and his decision on disputed points of order or practice shall be final, except in so far as the same may be questioned as in the manner hereinafter provided.

Acts of disorder.

51. Every member of the Council, who shall commit a breach of any section of this "Part" of these By-laws, or who shall move or attempt to move any motion or amendment, embodying any matter as to which the Council has no legal jurisdiction, or who shall in any other way raise or attempt to raise any question; or shall address, or attempt to address the Council upon any subject which the said Council has no legal right to entertain or to discuss; or who shall use any other language, which according to the common usage of gentlemen, would be held disorderly; or who shall say or do anything calculated to bring the Council into contempt, shall be out of order.

Mayor, &c., may call member to order.

52. The Mayor or Chairman may, without the interposition of any other member of the Council, call any Alderman to order, whenever in the opinion of such Mayor or Chairman there shall be a necessity for so doing.

Any member may raise question of order.

53. Every member of the Council shall have the right of calling the attention of the Mayor or Chairman to any motion, amendment, statement, argument, or observation, moved, used, or made by any other member, which such first-named member may consider out of order.

Mode of proceeding thereon.

54. A member called to order shall (if required by the Mayor or Chairman) withdraw while the question of order is being discussed and decided upon, unless specially permitted to offer an explanation, retraction, or apology; but on obtaining such special permission, such member may explain, retract, or apologize for the matter or remark alleged to have been out of order. And if such explanation, retraction, or apology be deemed satisfactory, no further discussion on the question of order shall be permitted. If any member on being called to order shall ask such permission to explain, retract, or apologize as aforesaid, the Mayor or Chairman may of his own authority grant or refuse such permission as he may think fit, unless any member shall require the sense of the Council to be taken on this question. In such case it shall be the duty of the Mayor or Chairman to take the sense of the Council at once, and without discussion, as to whether such permission shall be granted. And when such explanation, retraction, or apology shall have been made or offered, by permission of the Mayor or Chairman, the latter shall in like manner decide, or if required so to do

shall take the sense of the Council as to whether such explanation, retraction, or apology is considered sufficient. If such permission be refused or if such explanation, retraction, or apology be considered insufficient, the question of order shall be considered and decided before any further business is proceeded with: Provided that if such Mayor or Chairman shall have decided the question of order before any member shall have required the sense of the Council to be taken in reference thereto, such question of order shall not be re-opened: And provided further, that nothing herein contained shall be held to affect the right of such Mayor or Chairman to decide finally, as hereinbefore provided, upon any such point of order, after the same shall have been discussed.

Decision of points of order.

55. The Mayor or Chairman, when called upon to decide points of order or practice, shall state the provision, rule, or practice, which he shall deem applicable to the case, without discussing or commenting upon the same.

Motions out of order to be rejected.—Members to explain, retract, or apologize, &c.

56. Whenever it shall have been decided as aforesaid that any motion, amendment, or other matter before the Council is out of order, the same shall be rejected. And whenever anything said or done in Council by any Alderman shall be similarly decided to be out of order, such Alderman shall be called upon by the Mayor or Chairman to make such explanation, retraction, or apology, as the case may require.

Penalties for persisting in disorderly conduct.

57. Any member of the Council who shall have been called to order, and who, after having been twice directed to withdraw as aforesaid, shall refuse to do so; or who shall persist in any line of conduct or argument, or of observations which shall have been decided as aforesaid to be disorderly; or who shall refuse to make such explanation, retraction, or apology as aforesaid, when required to do so; or who shall be guilty of any other act of disorder as defined in section 51 of this "Part" of these By-laws, and shall refuse to make such explanation, retraction, or apology, as a majority of the Aldermen then present shall consider satisfactory shall be liable on conviction for the first offence to a penalty of not less than ten shillings, nor more than five pounds; and on a second conviction for the like offence, he shall be liable to a penalty of not less than one pound, nor more than ten pounds; and on a third conviction, and for every further conviction for the like offence, he shall be liable to a penalty of not less than two pounds, nor more than twenty pounds.

Power of Council as to laying down general rules, &c.

58. Any Alderman who is dissatisfied with the decision of the Mayor or Chairman on any such question of order or of practice may, by motion on notice, respectfully worded, invite the Council to lay down a different rule or principle for the determination of any similar questions of order or of practice, which may thereafter arise. Any rule or principle thus laid down shall be binding upon all parties, unless and until it be rescinded, but shall have no retroactive operation: Provided however that nothing herein contained shall be held to bind any Mayor or Chairman to put any motion to the Council which is contrary to law.

MODE OF VOTING.

How questions are to be put.

59. The Mayor or Chairman shall put to the Council all questions on which it shall be necessary that a vote be taken, and shall declare the sense of such Council thereon; and he shall be at liberty to put any such question as often as may be necessary to enable him to form and declare his opinion as to the opinion of the majority.

Divisions—Penalty for refusing to vote.

60. Any Alderman shall be at liberty to call for a division; in such case the question shall be put first in the affirmative, and then in the negative; and the Aldermen shall vote by show of hands, and the names and votes of the Aldermen present shall be recorded. Any Alderman who shall be present when a division is called for and shall not vote on such division—not being disabled by law from so voting—shall be liable for every such offence to a penalty of not less than ten shillings, nor more than five pounds.

PROTESTS.

Mode of protesting—Protest to be recorded, but may, under certain circumstances be expunged.

61. Every member of the Council (the Mayor included) may protest against any resolution or vote by the Council; notice of the intention so to protest must however be given at the meeting when such resolution is passed or such vote is arrived at, and the protest itself must be handed or sent to the Council Clerk not later than seven days after such notice. The Council Clerk shall enter every such protest in the minute-book; but if

in the opinion of the Council it be inconsistent with the truth or disrespectfully worded, it may (by resolution on notice) be ordered to be expunged; in such case the expunction shall be made by drawing a perpendicular line with the pen through the entry of such protest, with a reference in the margin to the resolution ordering such expunction.

COMMITTEES OF THE WHOLE COUNCIL

Rules applicable to business in Committee.

62. The following sections of this Part of these By-laws shall (except as is herein excepted) be taken to apply to the conduct of business in Committee of the whole Council, namely, sections 17 (except that it shall not be necessary that any motion or amendment in Committee shall be seconded), 18, 19, 20, 21, 41, 42, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 59, and 60.

Disorderly conduct in Committee—Refusal to vote.

63. Whenever any member of the Council shall, while the Council is in Committee of the Whole, be considered guilty of an offence against good order, within the meaning of section 57 of this part of these By-laws, it shall be competent to any Alderman to move that the Council resume its sitting, and that such matter be reported; and if such motion be carried such matter shall be reported accordingly, and an entry of such report shall be made in the minute book. And whenever any Alderman shall have failed to vote on any occasion in Committee of the Whole Council, as required by section 60 of this part of these By-laws, the facts shall be reported to the Council, and such report on such facts shall be duly recorded in the minute book: Provided that in the case of an Alderman failing to vote as aforesaid, no special motion that the Council resume its sitting shall be necessary; but it shall be the duty of the Chairman of such Committee of the Whole in making his report of the proceedings in such Committee whenever such report may be made to include in such report a statement of such failure to vote as aforesaid, and of the question as to which such Alderman has so failed to vote.

Decisions in Committee on points of order may be reported.

64. Whenever a decision upon any question of order shall have been given by the Chairman of a Committee of the Whole Council under the provision of section 50 of this part of these By-laws, any Alderman may move that such decision be embodied in the report to the Council of the proceedings in such Committee; and if such motion be carried such decision shall be so embodied in such report whenever the same shall be made.

How progress may be reported, &c.

65. Any Alderman may, at any time during the sitting of a Committee of the Whole Council, move that the Chairman report "progress" (or "no progress" as the case may be) and that leave be asked to sit again at a later period of the same day, or on any future day; or that no leave be asked to sit again. And if any such motion be carried the Council shall resume its sittings and a report shall be made accordingly. But no discussion shall be permitted on any such motion; and if the same be negatived, the subject then under consideration shall be discussed before another such motion shall be receivable.

Reports of proceedings in Committee—Want of quorum in Committee.

66. All reports of proceedings in Committee of the whole Council shall be made to the Council *videlicet* by the Chairman of such Committee, and a report of such proceedings shall be made in every case, except when it shall be found, on counting the number of members during the sitting of any such Committee, that there is not a quorum present. In the latter case the sitting of the Council shall be resumed without any motion for that purpose, and the proceedings in Committee shall be considered to have lapsed: Provided that, in the making of any such report as aforesaid, it shall not be necessary to report any such proceedings *in extenso*, but only to state the result, general effect, or substance of such proceedings.

How reports are to be dealt with.

67. All such reports of proceedings in Committee of the whole Council shall be recorded in the minute-book; but except as hereinafter-mentioned, no such report shall be considered as adopted by the Council, nor shall any such application as aforesaid for leave to sit again be considered to have been granted by such Council until a motion shall have been made and passed for such adoption or for the granting of such leave. And every such motion for the adoption of a report, or for the granting of leave as aforesaid, and the order of debate on such motions shall be subject to all the same rules as other motions in Council and the order of debate on such other motions. Provided, however, that where a report shall have been made, under section 63 of this "Part" of these By-laws, of disorderly conduct in Committee, or under section

60 of this "Part" of these By-laws, of failure to vote on division, or of any decision in Committee upon any question of order, such report shall, so far as it relates to such facts, be regarded and recorded as a statement thereof; and to that extent shall not, unless for the correction of a manifest error, be interfered with upon any pretext whatever.

CALLS OF THE COUNCIL

How call of the Council may be ordered.

68. A call of the Council may be ordered, by any resolution of which due notice shall have been given, for the consideration of any motion or matter of business before such Council.

Such call compulsory in certain cases

69. There shall, without any special order to that effect, be a call of the Council for the consideration of every motion which may be made under section 58 of this "Part" of these By-laws, and of every motion for the rescission of any resolution, order, or decision of such Council.

Mode of Proceeding.

70. The call shall be made immediately before the motion or business for which such call has been ordered, or is required to be made by the last preceding section, shall be moved or considered. Such call shall be made as follows:—The Council Clerk shall call the names of all the members in their alphabetical order; each member present shall answer to his name as so called; and if any members are absent a record shall be made of such absence. But if leave of absence to any such member shall have previously been granted, or if such an excuse in writing shall have been forwarded to the Mayor or Council Clerk as a majority of the Council then present shall consider satisfactory, such absent member shall stand excused, and a record shall be made of such excuse and of the reasons for the same.

Penalty for absence without legal excuse.—Further call when question adjourned.

71. Any member of the Council who, having had notice of such call of the Council, shall not answer to his name as aforesaid, or who being absent shall not be legally excused as aforesaid, or who, if absent and not so excused, shall fail to show that, by reason of extreme illness or any other sufficient cause, he has been unable to send an excuse in writing as aforesaid, or who having answered to his name as aforesaid, shall not be present when a vote is taken on the motion or business as to which such call has been made as aforesaid, shall for every such offence be liable to a penalty of not less than *ten shillings* nor more than *five pounds*: Provided that if the consideration of any such motion or matter of business be adjourned to a future day there shall be a further call on the resumption of such consideration; and the provisions herein as to penalties for absence shall have reference to such further call. And if there shall be more than one adjournment this proviso shall be taken to extend to the resumption of the consideration of such motion or matter of business after every such adjournment.

STANDING AND SPECIAL COMMITTEES.

Standing Committees.

72. There shall be three Standing Committees (each consisting of three members), namely, a By-law Committee, a Committee for Works, and a Finance Committee. These Committees shall be re-appointed every year at the first meeting of the Council which shall be holden after the election of the Mayor.

Mode of re-appointing Standing Committees.

73. The re-appointment of the Standing Committees may, on resolution of the Council, be made by ballot. In such case a list of the members shall be handed to each member then present, who shall mark against the name of each such member the title of the Committee to which, in his opinion, such member ought to belong. And the Mayor or Chairman shall thereupon examine such lists so marked, and shall declare the result. And if there shall be an equal number of votes for the appointment of any two or more members to any one of such Committees, such Mayor or Chairman shall decide which of such members shall be appointed to such Committee.

By-law Committee.

74. The By-law Committee shall prepare for the consideration of the Council, drafts of all such By-laws as may be required for the good government of the Borough. They shall also watch over the administration of the By-laws, and of any statute of which the operation has been or may be extended to the Borough, and shall take such steps as may be necessary for the prevention or punishment of offences against such By-laws or statutes, and for the preservation of public health, order, and decency.

Committee for Works.

75. The Committee for Works shall have the general direction of all works ordered or sanctioned by the Council; and the general inspection of all streets, roads, ways, bridges, public reserves, and other public places under the care and management of the Council. They shall also inquire and report from time to time, as to such improvements or repairs as they may think necessary, or as they may be directed by resolution of the Council to inquire into and report upon.

Finance Committee.

76. The Finance Committee shall examine and check all accounts, and shall watch generally over the collection and expenditure of the Municipal revenues. They shall inquire and report from time to time as to all matters which they may consider to affect, or to be likely to affect, the finances of the Borough, and as to such matters or subjects of the like nature as they may be directed by resolution of the Council to inquire into and report upon.

Special Committees.

77. Special Committees may consist of any number of members, and may be appointed for the performance of any duty which may be lawfully entrusted to a Committee, and for which in the opinion of the Council a Special Committee ought to be appointed. And no Standing Committee shall interfere with the performance of any duty which may for the time being have been entrusted to any Special Committee. The appointment of every such Special Committee shall be made by resolution; and it shall be incumbent on the mover of such resolution to embody therein a statement of the duties proposed to be entrusted to such Special Committee. The mover of any such resolution may name therein such members as in his opinion ought to constitute such Committee, or he may propose that such Committee consist of a certain number of members to be appointed by ballot; and in the latter case, or if an amendment to the effect that such Special Committee be appointed by ballot be carried, each member then present shall receive a list of all the members of the Council, from which list he shall strike out all names but those of the persons of whom, in his opinion, such Special Committee ought to be composed. And the Mayor or Chairman shall examine such lists and shall declare the result. And in the event of its becoming necessary through an equality of votes to decide as to which of two or more Aldermen shall serve on such Committee, such Mayor or Chairman shall so decide.

Chairman of Committee.

78. Every Committee of which the Mayor shall not be a member, shall elect a permanent Chairman of such Committee within seven days after their appointment.

Term of service in Committee.

79. Appointments to the By-law Committee, the Committee of Works, and the Finance Committee, shall be for the whole Municipal year. The appointment of every Special Committee shall be considered to endure until the duties for which such Committee have been appointed shall have been fully performed: Provided, however, that nothing herein contained shall be held to affect in any way the right of such Committee to remove any Chairman of such Committee, or to appoint another such Chairman in his stead, or to militate against the general provisions as to Committees in sections 109 and 110 of the Municipalities Act of 1867; and that so much of this By-law as relates to the appointment, powers, and duties of Committees, shall be read and interpreted in connection with such last-mentioned general provisions.

Committee Meeting—how called.

80. The Council Clerk shall call a meeting of any Committee whenever requested so to do by the Chairman or any two members of such Committee.

Record of transactions in Committee.

81. The Chairman of each Standing Committee shall make, or cause to be made, in a book to be kept by him for that purpose, memoranda of all the transactions of such Committee, which book he shall, on ceasing to be such Chairman, hand over to his successor.

EXPENDITURE.

Except in emergent matters cost of all work to be estimated before undertaken.

82. With the exception of emergent matters, hereinafter specially provided for, or day labour employed by order of the Council, no work affecting the funds of the Borough shall be undertaken until the probable expense thereof shall have been first ascertained by the Council.

Emergent matters and necessary current expense.

83. For emergent matters and for necessary current expenses during the intervals which may elapse between the meetings of the Council, outlays to the following extent may be incurred:—

- (1.) By order of the Committee for Works, or of the Mayor and one member of such Committee, for repairs or emergent works, to the extent of five pounds.
- (2.) By order of the Mayor, for necessary current expenses, to the extent of two pounds.
- (3.) By order of the Mayor and any two Aldermen, or without the Mayor, or any four Aldermen, for any emergent purpose, to the extent of five pounds.

Expenses authorized to be reported—outlay to be in accordance with orders of the Council.

84. Provided that in every case a detailed report, in writing, of every such outlay shall be laid before the Council at its next meeting; such report to be signed by the Chairman of the Committee of Works, or the Mayor, or the Mayor and Aldermen, or the Aldermen without the Mayor, as the case may be, by whom such outlay shall have been authorized. Also that such outlay shall only be permissible in reference to matters coming strictly within the jurisdiction or functions of the Council; and that no outlay involving a disobedience or evasion of any order or resolution of such Council shall on any pretence be thus authorized.

All claims to be examined and reported upon by Finance Committee.

85. All accounts and demands of money against or from the Council shall be examined and reported on by the Finance Committee before any order shall be made for payment of such accounts or demands.

Certificate required with each claim—Salaries and wages to be payable on Mayor's order—Certificates to be attached to report.

86. No payment shall be so ordered unless there shall be a certificate or memorandum from the Committee, from the Mayor, or from the officer of the Council to whom the direction or guardianship of such expenditure properly belongs, showing that the demand is a legitimate one, and has been duly authorized or inquired into. It shall be the imperative duty of the Finance Committee to see that this requirement is fulfilled, or to report specially as to the reasons for its non-fulfilment before recommending payment: Provided, however, that such special report as last herein mentioned may be embodied with the report by which payment of the amount in question is recommended: Provided also, that in cases of special expenditure under section 83 of this "Part" of these By-laws, the report directed by that section to be laid before the Council shall, if the outlay shall have been lawfully incurred, be deemed a sufficient certificate: And provided further, than in regard to salaries and wages of labour for officers, servants, and labourers employed at fixed rates of payment, by order of the Council, the certificate of the Mayor, of the amount due to any such officer, servant, or labourer, and the order of such Mayor for payment of such amount, shall be a sufficient authorization for such payment: And such certificates, memoranda, and authorization shall be attached respectively to the reports from the Finance Committee on the payments or outlays to which such certificates, memoranda, or authorizations have reference.

COMMON SEAL AND RECORDS OF THE COUNCIL.

Common seal and press—How secured—Care of same.

87. The Common Seal and the press to which the same is attached shall be secured by a cover or box, which, except when such seal and press are in use, shall be kept locked. There shall be duplicate keys to the lock of this cover or box of which keys one shall be kept by the Mayor and the other by the Council Clerk. Such Common Seal and press shall be in the custody and care of the Council Clerk.

When and how Common Seal to be used—Fee for affixing it to documents other than those of the Council.

88. In every case where such Common Seal has been ordered to be attached to any document, such document shall also be signed by the Mayor, or in case of the absence or illness of such Mayor, by two Aldermen, and countersigned by the Council Clerk; and it shall be the duty of the Mayor or Aldermen so affixing the seal, to report the same to the next meeting of the Council. And in every case where the seal is affixed to any document other than those the property of the Council, a fee of five shillings shall be charged and credited to the Borough funds.

How books of account are to be kept and inspected.

89. The Treasurer shall keep such books of account, and such records, statements, and memoranda of receipts and expenditure, in such manner and form as the Council may from time to time direct. It shall be the duty of the Finance Committee to inspect all such books of account, records, statements, and

memoranda, from time to time, to ascertain that the same are properly kept, and to report at once to the Council any act of neglect or appearance of inefficiency which they may have discovered in the keeping of the same; also, to report to the Council from time to time any changes which such Committee may think advisable in the mode of keeping the accounts.

Records of the Council defined—Provisions for proper keeping of same.

90. The minute-book, letter-book, and all rate and assessment books, books of account, records, statements, and memoranda of receipts and expenditure, electoral rolls and other records relating to elections, business-papers, reports from Committees, minutes from the Mayor, petitions, letters on Municipal business addressed to Council or to the Mayor, or to any officer or servant of the Council, orders, reports, returns, and memoranda relating to Municipal business, drawings, maps, plans, contracts, specifications, agreements, and all other books and papers connected with the business of the Council, shall be deemed records of the Council. All such records other than the minute-book and other books, and other than electoral rolls and other records relating to elections, shall be numbered and filed in due order, and preserved.

Books, &c., not to be shown without leave of Council.

91. No member or officer of the Council shall be at liberty to show, lay open, or expose any of the books or records of the Council to any person other than a member of the same, without leave from such Council, except as otherwise provided by law.

Records not to be removed, &c.—Penalties.—Exceptional circumstances—Receipts to be given in every case before document received—Proviso as to use of records as matter of evidence.

92. Any person removing any such book or other record of the Council as aforesaid from the Council Chamber, or the place where by direction of the Council such book or other record is usually kept, without leave for such removal having been first obtained from such Council, or without other lawful cause for such removal, as hereinafter provided, shall for every such offence be liable to a penalty of not less than ten shillings nor more than ten pounds. And nothing herein contained shall be held to affect the further liability of any person who shall have removed such book or other record as aforesaid, and shall not have returned the same, to prosecution for stealing such book or record, or to an action at law for detention of the same, as the circumstances of the case may warrant: Provided that leave for temporary removal of a book or other record may be granted to the Council Clerk or the Treasurer by the Mayor, in order that such clerk or treasurer may post up entries, prepare returns, or perform any other duty which it may be necessary that he should perform. Also, that the Mayor, or the Chairman of any Committee, or any Alderman acting for any such chairman, may temporarily remove any record necessary for the preparation of a minute or a report, or for the purposes of any prosecution or suit at law by, against, or at the instance of the Council. But in all such cases such Clerk, Treasurer, Mayor, Chairman, or Alderman, as the case may be, shall give a receipt under his hand for every document so removed; and every such receipt shall be carefully preserved among the records, until the book or other record to which it refers shall have been returned, when such receipt shall be destroyed: And provided also that the Mayor, Council Clerk, or other officer of the Council who may be subpoenaed to produce any book or other record of the Council in a Court of law, shall have the right to remove such book or other record for the purpose of obeying such summons, but shall return such book or record as speedily as may be, and shall, before removing the same, leave at the Council Chamber a receipt for such book or other record as aforesaid. And every such person so temporarily removing any book or other record of the Council as aforesaid shall be legally responsible for the safe keeping and return of the same.

Penalty for defacing or destroying record.

93. Any person destroying, defacing, or altering any record of the Council shall for every such offence be liable to a penalty of not less than five pounds nor more than fifty pounds.

OFFICERS AND SERVANTS.

Notice to candidates.

94. No appointment to any permanent office at the disposal of the Council shall take place until public notice shall have been given as hereinafter provided, inviting applications from qualified candidates for the same. The salary or allowance attached to such office shall in every case be fixed before such advertisement is published.

Mode of appointment.

95. Every such appointment shall be made in such mode as may at the time be determined on, whenever there is more than one candidate for such permanent office.

Exceptional cases.

96. Nothing herein contained shall be held to prevent the appointment by the Council, without advertisement, of any salaried officer or servant of the Corporation, to any other permanent office or employment at the disposal of such Council to which no further salary is attached; or to prevent the appointment in like manner of any such officer or servant to any other office or employment of which the duties require only occasional attention, and are to be paid for by allowances proportionate to the extent of such duties; or to prevent any similar appointment or employment by the Mayor, or by any Committee or officer of the Council, of any such officer or servant, under the authority of any by-law; or to prevent the employment, as may be from time to time found necessary, and as may be ordered by the Council, of any workmen or labourers on the public works of the Borough.

Bonds for good conduct.

97. All bonds given by officers or servants of the Council for the faithful performance of their duties shall be deposited with the attorney or the bankers of the Corporation, as the Council may order; and no officer or servant of the Council shall be received as surety for any other such officer or servant.

Duties of Council Clerk.

98. The Council Clerk, in addition to the duties which by the "Municipalities Act of 1867," or by the present or any other By-laws thereunder, he may be required to perform, shall be the clerk of all Revision Courts held in the Borough, under the provisions of the said Municipalities Act. He shall also, under the direction of the Mayor, conduct all correspondence which may be necessary on the part of the Council. He shall likewise have charge of all the records of such Council, except such books or documents as may (as hereinafter provided) be entrusted to any other officer, and shall be responsible for the safe keeping of such records. He shall generally assist the Mayor in carrying out the orders of the Council and the duties of such Mayor.

Duties of Treasurer, &c.

99. The Treasurer shall have charge of such books of account and other records of the Council as are mentioned in section 89 of this "part" of these By-laws, and shall be responsible for the safe keeping of the same. Any other officer of the Council may have any other records thereof committed to his charge by an order of the Council, and in such case shall be responsible for the safe keeping of such records. All moneys of the Council, amounting to £2 and upwards, shall within seven days after they shall have come into the hands of the Treasurer or other proper officer of the Council, be paid into such bank as the Council shall from time to time have appointed for that purpose.

Duties of other Officers and Servants.

100. The duties of all officers and servants of the Corporation shall be defined by such regulations as may from time to time, and in accordance with law, be made as follows, namely,—As to the duties of the Council Clerk and his assistants (if any), by the Mayor. As to the Treasurer, and all collectors of rates, bailiffs, bailiffs' assistants, and other officers and servants employed in and about the collection of revenue, whose superintendence is not hereinafter specially entrusted to any other Committee, by the Finance Committee; and all other officers not otherwise provided for shall be under the direction of the Committee for Works.

Special powers of Mayor.

101. The Mayor shall exercise a general supervision over all officers and servants of the Corporation, and may order the preparation of any such return or statement, or the giving of any such explanation or information by any such officer or servant as he may think necessary, unless such return or statement shall have been already prepared, or such explanation or information already given, and such return, statement, explanation, or information, is on record as hereinbefore provided; or unless the Council shall have expressly forbidden or dispensed with the preparation of such return or statement, or the giving of such explanation or information. All such returns or statements as aforesaid shall be in writing, and shall be recorded. All such explanations or information may, except as hereinafter provided, be either rendered *vis à voce*, or put into writing, as the Mayor may direct.

How complaints against officers, &c., are to be dealt with.

102. All complaints against officers or servants of the Corporation must be in writing, and must in every case be signed by the person or persons complaining; and no notice whatever shall be taken of any complaint which is not in writing or is anonymous. All such complaints may be addressed to the Mayor, who, immediately upon the receipt of any such complaint, and without laying the same before the Council, shall have power to investigate the same. And if any such complaint be made to the Council, or to any member or officer thereof, it shall be referred to and investigated by the Mayor before it

shall be in any way (otherwise than by such reference) ordered upon or dealt with by such Council: Provided that every report, explanation, and information which may be made or rendered in reference to every such complaint shall be in writing. And such Mayor shall state in writing the result of every such investigation, and his opinion as to what order (if any) ought to be made in connection therewith. And such complaint, with all reports, explanations, and informations as aforesaid in connection therewith, and the Mayor's statement as aforesaid thereon, shall be laid before the Council at the next meeting thereof, which shall be holden after the Mayor shall have made such statement, and shall be duly recorded: Provided further that nothing herein contained shall be held to affect in any way the special powers conferred on the Mayor by section 152 of the "Municipalities Act of 1867," or any other special power which now is or hereafter may be conferred by statute upon such Mayor.

MISCELLANEOUS.

Leave of Absence.

103. No leave of absence shall be granted to the Mayor or to any Alderman otherwise than by a resolution of the Council adopted after due notice.

Mode of calling for tenders.

104. Whenever it is desirable that any work shall be executed or any materials supplied by contract, tenders for the execution of such work or the supply of such material shall be called for by public notice as hereinafter provided.

Drafts of intended By-laws.

105. A draft of every intended by-law shall lie in the office of the Council for at least seven days before such draft shall be taken into consideration by such Council, and shall be open to the inspection of any ratepayer who may desire to inspect the same; and public notice shall be given, as hereinafter provided, that such draft is so lying for inspection.

Motions for rescission of previous orders, &c.

106. Whenever a motion for the rescission of any order, resolution, or vote of the Council shall have been negatived, no other motion to the same effect shall be permissible until a period of three months shall have elapsed from the time of negativing such first-mentioned motion: Provided that nothing herein contained shall be held to prohibit the reconsideration and amendment of any proposed by-law which may have been submitted to the Governor for confirmation, and may have been remitted to the Council with suggested amendments of the same; or the passage after due notice, as hereinbefore provided, and in due course of law of any by-law for the repeal or amendment of any other by-law.

Lapsed business.

107. Whenever the consideration of any motion or matter of business shall have been interrupted by reason of a quorum not having been present, the resumption of such consideration may be ordered by resolution of the Council, after due notice, and such consideration shall in such case be resumed at the point where it was so interrupted as aforesaid.

Suits and prosecutions for penalties, &c.

108. Such suits or informations for the enforcement of penalties for or in respect of breaches of the "Municipalities Act of 1867," or of any by-law made thereunder, or of any statute the operation of which may have been extended to the Borough, as may have been directed by the Council, or by the By-law Committee, or by the Mayor, to be commenced or laid, shall be so commenced or laid as follows, namely:—When against a member of the Council, or an auditor, or any officer of the Corporation, by the Council Clerk, unless such Council Clerk shall be the officer to be proceeded against, and in such case by any other officer named by the Council for that purpose; when against any other person by the officer to whom the carrying out of the statutory provision or by-law imposing the penalty sought to be enforced has been entrusted; and if there shall be no such officer, then by any such officer or person as shall be appointed for that purpose by the Council, or the By-law Committee, or the Mayor, as the case may be, on directing such suit or information as aforesaid. And no such suit shall be brought, or information laid as aforesaid against any member of the Council or auditor, except by order of such Council; nor shall any similar proceeding be taken against any officer of the Council, except on the order of such Council or of the Mayor, nor against any other person, except upon the order of the Council, or of the Mayor, or of the By-law Committee. And no suit shall be directed to be brought, nor shall any such information be directed to be laid as aforesaid, except on an express resolution of the Council, in any case where the bringing of such suit or the laying of such information will be adverse to any previous direction by such Council, or where, on the trial or hearing of any such suit or information, the same shall have been dismissed on the merits: Provided that in any such case the conduct or prosecution of any such suit or information may, on the order of the Council, be entrusted to an attorney.

How notices are to be published.

109. In all cases where public notice is or shall be required to be given by any by-law, of any appointment, resolution, act, order, or regulation done, made, or passed, or proposed to be made, done, or passed by the Council, or by any Committee thereof, or by the Mayor or any officer of the said Council, such notice shall be given and published by posting the same on or near the outer door of the Council Chambers for the space of seven days, and by advertising the same twice in some newspaper circulating in the Borough.

Mode of proceeding in cases not provided for.

110. In all cases not herein provided for, resort shall be had to the rules, forms, and usages of the Legislative Assembly of New South Wales, so far as the same are applicable to the proceedings of the Council.

Power to suspend, temporarily, certain portions of these By-laws.

111. Any such section or sections of this "Part" of these By-laws, or any portion or portions of such sections or section, as are not hereinafter excepted, may be suspended by resolution on notice, at any meeting of the Council: Provided that there shall be a distinct statement in every such resolution, and in the notice of the motion whereon the same shall have been adopted, of the purpose for which such suspension is required; and that for every separate matter or business as to which such suspension is so required there shall be a separate resolution as aforesaid: And provided also that the following sections hereof shall never be suspended on any pretence whatever, namely:—Sections 8, 9, 10, 11, 12, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 37, 41, 42, 45, 47, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 97, 100, 101, 102, 103, 106, 108, 109, and 110.

PART II.

COLLECTION AND ENFORCEMENT OF RATES—TIMES AND MODES OF COLLECTION.

Rates under s. 164 of the 31st Vic. No. 12, to be collected yearly.

1. All rates levied or imposed by the Council under the provisions of section 164 of the "Municipalities Act of 1867," and for the purposes mentioned in the said section, shall be collected yearly; and every such rate shall be held to be due and payable on and after such days as the Council shall by resolution appoint at the time of making or imposing such rate.

Special rates.

2. All rates levied or imposed by the Council under sections 165, 166, and 167 of the said Municipalities Act of 1867, and for the purposes mentioned in the said sections, or under the provisions of any of the said sections, or for any of the purposes mentioned therein, shall be collected in such manner and shall be held to be due and payable on and after such day or days as the Council may, by resolution at the time of making or imposing such rates, or any of them, have appointed.

Rates to be paid at office of Council Clerk.

3. All persons liable to pay any rates as aforesaid shall pay the amount thereof within the time prescribed by the Act, into the office of the Council Clerk, during office hours, that is to say—Tuesday in each week, between 10 a.m. and 3 p.m.

Defaulters.

4. It shall be the duty of the Council Clerk to furnish the Mayor with a list of the names of all persons whose rates are unpaid at the expiration of the time fixed for payment of the same as aforesaid.

Mayor to enforce payment.

5. It shall be the duty of the Mayor to issue distress warrants against all such persons, and to cause such warrants to be enforced, or to cause such defaulters to be sued for the amount of such rates in a Court of competent jurisdiction.

ENFORCEMENT BY DISTRESS.

Bailiff—tenure of office.

6. The Bailiff shall be appointed by resolution of the said Council, and shall be at any time removable by a like resolution.

Sureties for Bailiff.

7. The Bailiff shall find two sureties to the satisfaction of the Mayor, to the extent of twenty pounds each, for the faithful performance of his duty.

Duties of Bailiff.

8. It shall be the duty of the Bailiff to make all levies by distress for the recovery of rates, in the manner hereinafter provided.

Warrant of distress.

9. All levies and distresses shall be made under warrant in the form of Schedule A hereto, under the hand of the Mayor or any Alderman who may for the time being be duly authorized to perform the duties of that office.

Distress and sale, &c.

10. If the sum for which any such distress shall have been made shall not be paid, with costs as hereinafter provided, on or before the expiration of five days, the Bailiff shall sell the goods so distrained, or a sufficient portion thereof, by public auction, either on the premises or at such other place within the said Borough as the Mayor may direct the said Bailiff to remove them to for that purpose; and shall pay over the surplus (if any) that may remain after deducting the amount of the sum distrained for, and costs, as hereinafter provided, to the owner of the goods so sold.

Inventory.

11. At the time of making a distress the Bailiff shall make out a written inventory in the form of Schedule B hereto, which inventory shall be delivered to the occupant of the land or premises, or the owner of the goods so distrained, or to some person on his or her behalf, resident at the place where the distress shall be made; and in case there shall be no person at such place with whom such inventory can be left as aforesaid, then such inventory shall be posted on some conspicuous part of the land or premises on which the distress is made; and the Bailiff shall give a copy of the inventory to the ratepayer on demand, at any time within one month after the making such distress.

Goods may be impounded.

12. The Bailiff, on making a distress as aforesaid, may impound or otherwise secure the goods or chattels so distrained, of what nature or kind soever, in such place or places or in such part of the land or premises chargeable with rates as shall be most fit and convenient for this purpose; and it shall be lawful for any person whomsoever, after the expiration of the five days hereinbefore mentioned, to come and go to and from such place or part of the said land or premises where such goods or chattels shall be impounded and secured as aforesaid, in order to view and buy, and in order to carry off and remove the same on account of the purchaser thereof.

Owner to direct order of sale.

13. The owner of any goods or chattels so distrained upon, may, at his or her option direct and specify the order in which they shall be successively sold, and the said goods or chattels shall in such case be put up for sale according to such direction.

Proceeds of distress.

14. The Bailiff shall hand over to the Council Clerk the amount distrained for within forty-eight hours after having received the same.

Costs.

15. There shall be payable to the Bailiff for the use of the Council, for every levy and distress made under this by-law, the costs and charges in the Schedule hereunto annexed marked C.

SCHEDULE A.

Warrant of distress.

I, Mayor of the Borough of Wollongong, do hereby authorize you, the Bailiff of the said Borough to distrain the goods and chattels in the dwelling-house (or in and upon the land or premises of) situate at for being the amount of rates due to the said Borough to the day of for the said dwelling-house (or land or premises, as the case may be) and to proceed thereon for the recovery of the said rates according to law.

Dated this day of 18

Mayor.

SCHEDULE B.

Inventory.

I have this day, in virtue of the warrant under the hand of the Mayor of the Borough of Wollongong, dated distrained the following goods and chattels in the dwelling-house (or in and upon the land and premises) of situate at within the said Borough, for being the amount of rates due to the said Borough to the day of

Dated this day of 18

Bailiff.

SCHEDULE C.

Bailiff's fees.

s. d.

For warrant of distress	5	0
For levy and inventory	5	0
For man in possession (each day or part of a day).....	5	0
For sale, commission, and delivery of goods:—Not to exceed one shilling in the pound on the net proceeds of sale.		

PART III.

PREVENTING AND EXTINGUISHING FIRES.

Inflammable fences, &c.

1. Every person who shall erect any fence of brushwood, bushes, or other inflammable material, or shall make or place any stack of hay, corn, straw, or other produce, or place as or for the covering of any such stack any inflammable material, so as to endanger contiguous buildings or properties, or any trees, shrubs, or other produce thereof, or any chattels therein, shall forfeit, on conviction for every such offence, a penalty of not more than five pounds, and shall also remove such fence, stack, or covering within a reasonable time after such conviction; and any person failing to remove such fence, stack, or covering within a reasonable time after any such conviction as aforesaid shall be deemed guilty of a further offence against this by-law.

Setting fire to matter without notice.

2. Every person who shall wilfully set fire to any inflammable matter whatsoever in the open air without having given notice in writing to the occupiers of the land adjoining to the land upon which such matter shall be, and also to the Council Clerk, of his or her intention so to do, or within twenty-four hours after giving the last given of such notices, or between the hours of four in the afternoon of any day and eight in the morning of the following day, shall forfeit a sum not exceeding five pounds.

Fireworks.

3. Every person who shall light any bonfire, tar-barrel, or firework upon or within sixty yards of any house or other building shall forfeit a sum not exceeding five pounds.

Wilfully setting fire to chimneys.

4. Every person who wilfully sets or causes to be set on fire any chimney-flue, smoke-vent, or stove-pipe, herein called in common "chimney," shall forfeit a sum not exceeding five pounds: Provided always that nothing herein contained shall exempt the person so setting or causing to be set on fire any chimney from liability to be informed against, or prosecuted before any Criminal Court for such act as for an indictable offence.

Negligently suffering chimney to be on fire.

5. If any chimney accidentally catch, or be on fire, the person occupying or using the premises in which such chimney is situated, shall forfeit a sum not exceeding forty shillings.

Water-carters to attend at fires.

6. Every owner and driver of a licensed water-cart shall keep such cart loaded with water during all times after sunset and before sunrise, and shall, if any building, premises, or property shall be on fire within the Borough, attend at the place of such fire with such cart loaded with water, and shall continue to cart water by full loads to such place, and shall deliver such water in such manner as may be required by the Mayor, or by any Alderman or officer or person duly authorized by the Council in that behalf, and then present, for extinguishing such fire; and every such owner or driver who shall, without reasonable excuse, fail to comply with the provisions of this section, shall forfeit a sum not exceeding ten pounds.

Compensation for attendance at fires—Rewards.

7. There shall be paid out of the borough funds to the owner of every licensed water-cart who shall have attended with any water at the place of any fire as herein provided, and delivered the same as required for extinguishing such fire, such reasonable compensation as the Council shall, by resolution, have appointed in that behalf, and also to such owners of such carts as shall have first and second in order attended with loads of water, such further sums, by way of reward, as the Council may, by similar resolutions, have fixed.

PART IV.

STREETS AND PUBLIC PLACES.

STREETS, &c.

New roads to be reported upon.

1. No new public road, street, way, park, or other place proposed to be dedicated to the public shall be taken under the charge and management of the Council until after such road, street, way, or park shall have been examined by the Committee for Works and reported upon to the Council by such Committee.

Plan of proposed new road, &c., to be deposited.

2. Whenever any proprietor or proprietors of land within the said Borough shall open any road, street, or way, or lay out any park or other place for public use or recreation, through or upon such land, and shall be desirous that the Council shall undertake the care and management of such road, street, way, park, or other place, he or they shall furnish the Council with a plan or plans, signed by himself or themselves, showing clearly the position and extent of such road, street, way, park, or other place as aforesaid.

Dedication of new roads, &c.

3. If the Council shall determine to take charge of any such road, way, or other place as aforesaid, the plan or plans so signed as aforesaid shall be preserved as a record or records of the Council, and the proprietor or proprietors as aforesaid shall execute such further instrument dedicating such road, way, park, or other place to public use or recreation as aforesaid, as may be considered necessary by the Committee for Works. And such further instrument of dedication shall also be preserved as a record of the Council.

Notice of erection of buildings, &c., to be given, under penalty.

4. Any person intending to erect any building, verandah, or fence on the line of any street within the Borough, shall give seven days notice in writing of his or her intention to the Council Clerk, when the Council will cause the correct frontage-line to be marked out, for which a fee of ten shillings for a fence and twenty shillings for a building will be payable by the person intending to erect such building, verandah, or fence; and it shall be the duty of the Council Clerk to keep a register containing full particulars of all such applications. Any person failing to give such notice of his or her intention to erect any building, verandah, or fence on the line of any street shall be liable to a penalty of not less than one pound nor more than three pounds.

Buildings not to be erected beyond the building line of any street—The Council to have power to remove buildings so erected.

5. Should any person erect any building, verandah, or fence (other than an awning) beyond or outside the building-line of any street or road within the Borough, he or she shall be liable to a penalty of not less than three pounds nor more than five pounds; and should he or she neglect to remove the same upon receiving notice in writing from the Council so to do, the Council shall have power to remove the building, verandah, or fence, or other erection or obstruction, at the expense and charge of the person so offending.

Owner of land to erect culverts in certain cases, under penalty.

6. Any person being the owner of any land or premises, the approach to which crosses any water-table or drain within the Borough, shall, upon receiving fourteen days notice in writing from the Council so to do, erect a culvert or platform across or over the water-table or drain, the same to be erected subject to the inspection and approval of the Mayor or any officer of the Council. Should any person fail to erect a culvert or platform within fourteen days after receiving notice so to do, he or she shall be liable to a penalty of not less than one pound, and a similar amount for every fourteen days until the culvert or platform is erected.

No turf, gravel, &c., to be removed from streets without permission.

7. Any person who shall form, dig, or open any drain or sewer, or remove, or cause to be removed, any turf, clay, sand, soil, gravel, stone, or other material, in or from any part of the carriage or foot way of any street or other public place within the said Borough, without leave first had and obtained from the Council, or who shall wantonly break up or otherwise damage any such carriage or foot way shall, on conviction, forfeit and pay for every such offence any sum not exceeding five pounds nor less than one pound.

Open spaces and steps adjoining the footways to be enclosed under penalty.

8. Every owner or occupier of any house, building, premises, or land within the said Borough, having any entrance, area, garden, or other open space, or any vacant building lot, water-hole, or excavated space, adjoining the footway of any street or public place in such Borough, shall protect and guard the same by good and sufficient rails, fences, or other enclosures, so as to prevent danger to persons passing and repassing; and every such owner or occupier of any such house, building, premises, or land having any steps adjoining the footway of any such street or public place, shall in like manner protect and guard the same by fences, rails, or other enclosures, so as to prevent the like danger to persons passing and repassing; and on failure thereof every such owner or occupier shall, as often as he or she shall be convicted of such offence, forfeit and pay any sum not being less than forty shillings nor more than five pounds. And every such owner or occupier as aforesaid who shall fail to

erect such rails, fences, or other enclosures as aforesaid within twenty-one days after any such conviction as aforesaid shall be deemed guilty of a further offence against this by-law.

Wells to be covered over.—Penalty.

9. Every person who shall have a well situated between his or her dwelling-house, or the appurtenances thereof, and any road, street, or footway, within the limits of the said Borough, or at the side of, or in any yard or place open or exposed to such road, street, or footway, shall cause such well to be securely and permanently covered over; and if any such person, having such well as aforesaid, shall fail to cover and secure the same within twenty-four hours after notice in writing shall have been given to him or her by any officer of the said Council, or shall have been left for such person at his or her usual or last known place of abode, or on the said premises, shall, on conviction, forfeit and pay the sum of ten shillings; and for every day after such notice that such well shall remain open or uncovered, contrary to the provisions hereof, such person shall be deemed guilty of a separate offence against this by-law.

Temporary stoppage of traffic for repairs, &c.

10. The Committee for Works, or any officer or person acting under the authority of such Committee, may at any time cause the traffic of any street, lane, or thoroughfare, or any portion thereof, to be stopped for the purpose of repairing the same, or for any necessary purpose; and any person or persons offending against this by-law, either by travelling on such street, lane, or thoroughfare, or by removing or destroying any obstruction that may be placed thereon, for the purpose of suspending the traffic, shall forfeit and pay a penalty of any sum not exceeding five pounds for every such offence.

Riding on drays—Careless driving, &c.

11. If the driver of any waggon, wain, cart, or dray of any kind shall ride upon any such carriage in any street as aforesaid, not having some person on foot to guide the same (such carts as are drawn by one horse and driver, or guided with reins only excepted), or if the driver of any carriage whatsoever shall wilfully be at such a distance from such carriage, or in such a situation whilst it shall be passing upon such street, that he cannot have the direction and government of the horse or horses, or cattle drawing the same, or if the driver of any waggon, cart, dray, or coach, or other carriage whatsoever, meeting any other carriage, shall not keep his waggon, cart, dray, or coach, or other carriage on the left or near side of the road, street, or thoroughfare, or if any person shall in any manner wilfully prevent any other person or persons from passing him or her, or any carriage under his or her care upon such street, or by negligence or misbehaviour prevent, hinder, or interrupt the free passage of any carriage or person in or upon the same, every such driver or person so offending shall, upon conviction, forfeit and pay any sum not exceeding forty shillings.

Riding or driving improperly through streets, &c.

12. Any person who shall ride or drive through any street, road, or public place within the Borough negligently, carelessly, or furiously, or so as to endanger the life or limb of any person, or to the common danger of the passengers, shall forfeit and pay a sum not exceeding ten pounds nor less than two pounds.

NUISANCES.

Swine not to be kept—nor swine, horses, goats, &c., suffered to wander about the streets.

13. Any person who shall breed, feed, or keep any kind of swine in any house, building, yard, garden, or other hereditament, situate and being in or within forty yards of any street or public place in the Borough—or shall suffer any kind of swine, or any horse, ass, mule, sheep, goat, or other cattle belonging to him or her, or under his or her charge, to stray or go about, or to be tethered or depastured in any such street or public place,—shall, on conviction, forfeit and pay for such offence a sum not exceeding forty shillings nor less than five shillings.

Cleansing butchers' shambles, slaughter-houses, &c.

14. For preserving the cleanliness of the said Borough, and the health of the inhabitants thereof, it shall be lawful for the Inspector of Nuisances, or for any other officer or officers appointed by the Council from time to time, and when, and as often as he or either of them shall see occasion to visit and inspect the butchers' shambles, slaughter-houses, boiling-down establishments, tanneries and fellmongering establishments in the said Borough, and to give such directions concerning the cleansing the said shambles, slaughter-houses, tanneries, and establishments, both within and without, as to him shall seem needful; and any butcher, or the owner or occupier of any such shamble, slaughter-house, tannery, or establishment, who shall refuse or neglect to comply with such directions within a reasonable time shall forfeit and pay a sum not exceeding ten pounds nor less than ten shillings.

Offences—Penalties for same.

15. Every person who, in any street or other public place or passage within the said Borough, to the annoyance or danger of the residents or passengers, shall commit any of the following offences, shall, on conviction for any and every such offence forfeit and pay a penalty of not more than two pounds:—

- (1.) Every person who shall carry or convey, or cause to be carried or conveyed, in any street or public place the carcass or any part of the carcass of any animal, without a sufficient and proper cloth covering the same for the concealment from public view, or shall hawk or carry about butchers' meat without covering the same as aforesaid.
- (2.) Every blacksmith, whitesmith, anchor-smith, nail-maker, metal-founder, lime-burner, brick-maker, potter, or other person using a forge, furnace, or kiln, and having a door, window, or aperture fronting or opening into or towards any street, lane, or passage, and not closing such door, or not fastening the shutters or other fastenings of such window, and closing such aperture, or placing a screen before the same every evening after sunset, so as to effectually prevent the light from showing through the doorway, window, or aperture next or upon such street, lane, or passage.
- (3.) Every person who shall be the keeper of, or have any dog or other animal, which shall attack or endanger the life or limb of any person who may have the right of way or use of any private yard, alley, street, or other place within the said Borough.

PART V.

SLAUGHTER-HOUSES, &c.

Removal of blood, offal, &c.

1. The blood, offal, and filth of all such animals as may be slaughtered in any slaughter-house within the Borough shall be removed at least once in every twelve hours; and any owner or occupier of any such slaughter-house who shall fail, neglect, or refuse to comply with this by-law shall for every such offence forfeit and pay a penalty of not less than forty shillings nor more than ten pounds.

Not to affect slaughter of animals for home consumption in certain cases.

2. Nothing herein contained shall extend to or affect any person or persons slaughtering at his, or her, or their own residences within the said Borough, animals for his, or her, or their own family, servants, or labourers: Provided that the place where any such animal be so slaughtered be not less than fifty yards from any street or other public place, or from any residence other than the residence of such person or persons so slaughtering as aforesaid.

Interpretation.

3. The word "animal" shall, for the purposes of this Part of these By-laws, be held to include cattle, sheep, pigs, calves, and lambs; and the words "slaughter-house" shall be held to mean any building or place wherein or whereat animals are slaughtered.

PART VI.

PUBLIC VEHICLES.

Owner's license.

1. The owner of every vehicle intended to be worked or plied for hire (either with goods or passengers) within the Borough shall previous to working or plying for hire obtain from the Council a license authorizing him so to do, for which he shall pay to the Council's Treasurer, for waggons, drays, or carts, the sum of seven shillings and sixpence, and for all other vehicles the sum of ten shillings per quarter in advance. The quarters shall commence on the first days of January, April, July, and October in each year.

Driver's license.

2. Every person intending to act as driver of any vehicle working or plying for hire within the Borough (otherwise than the owner thereof) shall, previous to so doing, obtain a driver's license from the Council, for which he shall pay to the Council's treasurer the sum of two shillings and sixpence half-yearly in advance, the year to terminate with the then current year.

Method of proceeding to obtain license.

3. The owner of every vehicle who shall be desirous of obtaining a license shall give two days' notice in writing to the Council Clerk of his intention to apply to the Council for a license, and shall, at noon on the day named in his notice, attend at the Council Chamber with the vehicle proposed to be licensed, in order that the same may be examined by the Council, or such officer as they may appoint.

Vehicles to be in thorough repair.

4. All vehicles for which a license is applied for must be in a thorough state of repair, and must be kept in that state, and altogether to the satisfaction of the Council, or the license will be cancelled and the license-fee forfeited.

Driver must be of good character, &c.

5. Any person applying for a driver's license must be of good character and sober habits, and should be in any way misconduct himself while driving, his license shall be cancelled and the fee forfeited.

Certificate of payment.—Driver to produce same when required.

6. On the making of every such payment as aforesaid there shall be given to the person making the same a certificate in the form or to the effect of Schedule A hereto annexed. And the driver of every vehicle shall at all times have the said certificate ready to produce, and shall produce the same when required so to do by the Mayor or any officer of the Council, or any person employing him; and every driver not producing such certificate when required shall for every such offence forfeit and pay a penalty of not more than one pound, nor less than five shillings.

Penalties for plying without license.

7. The owner and driver respectively of any vehicle, for or in respect of which such charge shall not have been paid as aforesaid, and which shall work or ply for hire (either with goods or passengers) within the Borough, shall forfeit and pay for the first offence a sum of not more than one pound, nor less than ten shillings, and for a second and every subsequent offence a sum of not less than one pound, nor more than five pounds; and any person who shall act as the driver of any vehicle working or plying for hire within the Borough shall be considered as the driver of such vehicle for all the purposes of these By-laws.

Owner's name, &c., to be painted on vehicles.

8. All vehicles licensed by the Council shall have the name of the owner and his residence (and also the number of the vehicle affixed by the Council) plainly and distinctly painted in letters one inch long on the off side of such vehicle; and in the case of vehicles licensed to carry passengers, the number of passengers they are licensed to carry shall also be painted thereon in the same manner; and any person neglecting to comply with the requirements of this section shall, on conviction, forfeit and pay a penalty of not less than ten shillings.

When lights to be used.

9. All vehicles, whether public or private, being used within the Borough between the hours of sunset and sunrise (except on a clear moonlight night), shall carry a clear bright light on each side, shaded at the back. Any owner or driver of a vehicle neglecting to do so shall be liable to a penalty of not less than five shillings nor more than five pounds.

SCHEDULE A.

Certificate of payment.

No. _____
Municipal Council Chambers,
Wollongong, 187

This is to certify that _____ of the owner of the [describe vehicle No. _____] has paid the sum of _____ being the charge required by the By-laws of this Borough to be paid for such _____ and that the said _____ is authorized to work or carry passengers for hire within the Borough until the _____ day of _____ next.

Council's Treasurer.

PART VII.

WATER.

License to obtain water.

1. Any person intending to cart, or in any way obtain water from any place under the control of the Council, shall previous to so doing obtain a license from the Council, for which the following fees shall be payable quarterly in advance, to the Council's Treasurer:—

For private use	5s. per quarter.
For sale	10s. per quarter.

The quarters to commence on the first days of January, April, July, and October, in each year.

If watering places are leased, fees payable to lessee.

2. Should the Council at any time consider it expedient to let or lease the public watering-places, the fees shall be payable to the lessee.

Penalty for obtaining water without paying fees.

3. Any person not having paid the fees previous to obtaining water shall be liable to a penalty of not less than ten shillings nor more than two pounds.

PART VIII.

TOLLS, &c.

Tolls established.

1. Tolls to the several amounts hereinafter prescribed shall be demanded, paid, and taken at any toll-gates or toll-bars which may hereafter be erected or established by this Council.

Collectors—Tenure of office.

2. A collector shall be appointed, by resolution of the Council of the said Borough, for each such toll-gate or toll-bar, and shall be removable by a like resolution.

Sureties for collector.

3. Every such collector shall find two sureties to the satisfaction of the Mayor, to the extent of ten pounds each, for the faithful performance of his duty.

Payment and recovery of tolls.

4. All such tolls shall be paid to the respective collectors thereof to be appointed as aforesaid, in such several amounts for the respective animals or vehicles as are specified in Schedule A hereto; and if any person liable to the payment of such toll, other than those exempted from toll as hereinafter provided, shall, after demand thereof, neglect or refuse to pay any such toll, the collector thereof may prevent such person, or any such horse, beast, cattle, carriage, or other vehicle in respect of which any such toll is payable, from passing to, through, or by, or from being ridden, led, or driven through or by such toll-gate or toll-bar.

Exemption from toll.

5. No toll shall be demanded or taken by virtue of this by-law for any horses or carriages belonging to, or conveying or attending, or going to convey or attend, or returning from having conveyed or attended the Governor; or of or from any of Her Majesty's officers or soldiers, being in proper staff or regimental or military uniform, dress or undress, for any horse ridden or any horse or carriage then employed by such officer or soldier upon or for Her Majesty's service, or returning from such employment; or of or from any member of any corps of Volunteers going to or returning from exercise as such, for any horse ridden by such member, or for any gun-carriage, waggon, or other vehicle belonging to any such corps, or then being employed exclusively for the purposes of the same, or returning from such employment and not otherwise employed; or for any horses, carriage, or other vehicle of or belonging to the Government, or to the Council of the Borough, and then employed in the service of the said Government or Council; or of or from any member of the police force being on actual duty, or prisoners under the charge of such member of the police force, or for any horse or carriage exclusively employed in carrying such member of the police force or prisoner, or their baggage respectively, or returning from such employment, and not otherwise employed; or of or from any minister of religion, or of or from any person going to or returning from attending at a funeral, or going to or returning from any place of worship on Sunday, Good Friday, or Christmas Day, for any horse or private vehicle ridden or driven by such minister or person; or for any animal driven or going to or from water or feed; or for any horse carriage or other vehicle which shall only cross the road beyond any of the said toll-gates or toll-bars, or shall not pass on any such road above the distance of two hundred yards: Provided always that every such member as aforesaid of any Volunteer corps, or of the Police force, shall have his dress and accoutrements according to the regulations of such corps or force for the time being.

False claim of exemption.

6. If any person shall claim or take the benefit of any of the exemptions from toll hereinbefore mentioned, not being entitled to the same, he shall on conviction forfeit and pay for every such offence a penalty of not less than one pound nor more than five pounds.

Evasion of toll.

7. If any person shall, with any horse, cattle, beast, or carriage, go off or pass from any street or road, through or over any land or ground near to or adjoining thereto (not being a public highway, and such person not being the owner, occupier, or servant, or one of the family of the owner or occupier of such ground), with intent to evade the payment of any toll payable under this "Part" of these By-laws, or if any owner or occupier of any such land or ground shall knowingly or willingly permit or suffer any person (except as aforesaid) with any horse, cattle, beast, or carriage whatsoever, to go or pass through or over such land or ground, with intent to evade any such toll, or if any person shall give or receive from any person other than a collector of such tolls, or shall forge, counterfeit, or alter any note or ticket hereby directed to be given, with intent to evade the payment of any such toll, or any part thereof, or if any person shall fraudulently or forcibly pass through or by any such toll-gate or toll-bar, with any horse, cattle, beast, or carriage, or shall leave upon such street or road

any horse, cattle, beast, or carriage whatsoever, by reason whereof the payment of any such toll shall be avoided or lessened, or shall take off, or cause to be taken off, any horse or other beast, or cattle, from any carriage, either before or after having passed through, by, or over any such toll-gate or toll-bar, or having passed through or by the same, shall afterwards add or put any horse or other beast to any such carriage, and draw therewith upon any part of such street or road, so as to increase the number of horses or other beasts drawing the said carriage, after the same shall have so passed, whereby the payment of all or any part of the toll shall or may be evaded, or if any person shall do any other act whatever, in order or with intent to evade the payment of all or any of such toll, and whereby the same shall be evaded, every such person shall for every such offence forfeit and pay any sum not less than five shillings nor more than five pounds.

Toll-board.

8. The By-law Committee shall cause to be put up and continued on some conspicuous part of or near each such toll-gate or toll-bar as aforesaid, so that the same shall be visible to public view, a table painted in distinct and legible black letters at least one inch in length, and of a breadth in proportion, on a board with a white ground, containing at the top thereof the name of the toll-gate or toll-bar at which the same shall be put up, and also containing a list of the tolls payable thereat respectively, distinguishing the several tolls and the different sorts of animals or vehicles for which they are to be paid; and the said committee shall also cause to be provided tickets denoting the payment of the toll, and on such several tickets shall be specified the name of the toll-gate or toll-bar at which the same shall be delivered, and one of such tickets shall, if demanded, be delivered gratis by the collector to every person paying any toll.

Collector's board, &c.

9. The toll-collector at each such toll-gate or toll-bar as aforesaid shall place or cause to be placed on some conspicuous part of or near such toll-gate or toll-bar, and so that the same shall appear to public view, his christian name and surname, painted in black on a board with a white ground, each of such letters of such name to be at least two inches in length, and of a breadth in proportion; and such board shall be and remain at such toll-gate or toll-bar during the whole of the time during which the person whose name shall be expressed thereon shall be on duty thereat; and if any such collector shall not place such board, and keep the same there during the time he shall be such collector as aforesaid, or shall demand and take a greater or less toll from any person than he shall be authorized to do by virtue of this "Part" of these By-laws, or shall demand and take a toll from any person or persons who shall be exempt from the payment thereof, and claim such exemption, or shall refuse to permit or suffer any person or persons to read, or shall in anywise hinder any person or persons from reading the inscriptions on any board put up or kept hereunder, or shall refuse to tell his christian name and surname to any person or persons who shall demand the same, on being paid the said tolls, or any of them, or shall in answer to such demand, give a false name or names, or shall refuse or when required omit to give the person paying the toll a ticket denoting the payment thereof, and naming and specifying the toll-gate or toll-bar at which the same has been delivered; or upon the legal toll being paid or tendered shall unnecessarily detain, or wilfully obstruct, hinder, or prevent any passenger from passing through or by such toll-gate or toll-bar; or shall make use of any scurrilous or abusive language to any passenger, every such collector shall, on conviction, forfeit and pay for every such offence a penalty not exceeding five pounds.

Collector to keep accounts, &c.

10. Every such collector of tolls shall keep and render such accounts of all his receipts for such tolls as the Council or the Finance Committee thereof may from time to time direct or require; and shall pay over all such receipts at such times and to such officer of the Council as the said Council may from time to time direct.

SCHEDULE A.

SCALE OF TOLLS.

Schedule of Charges to be made at the Wollongong Toll-bars.

	s.	d.
For every sheep, lamb, pig, or goat	0	0½
For every ox, head of neat cattle, horse, gelding, ass, mule, or colt	0	2
For every cart, dray, wain, waggon, or other vehicle, drawn by one horse or other animal	0	6
And for every additional horse or other animal drawing such cart, dray, wain, waggon, or other vehicle	0	3
For every gig, chaise, or other such vehicle with two wheels, drawn by one horse or other animal	0	6

	s.	d.
For every gig, chaise, or other such vehicle, with two wheels, drawn by two horses or other animals	0	9
For every coach, chariot, chaise, or other such carriage with four wheels, drawn by one horse or other animal	0	9
For every coach, chariot, chaise, or other such carriage with four wheels, drawn by two horses or other animals	1	0
For every coach, chariot, chaise, or other such carriage with four wheels, drawn by three horses or other animals	1	3
For every coach, chariot, chaise, or other such carriage, with four wheels, drawn by four horses or other animals	1	6

PART IX.

THE CEMETERY.

Appointment of servants, &c.

1. The Council (as Trustees) shall appoint their own manager and all other servants required by them to carry out the rules and regulations for the management of the General Cemetery, and the same shall be removable at any time by resolution of the Council.

Notice of interments to be delivered to the Council Clerk, &c.

2. Notice of all interments and the legal certificate of death must be delivered to the Council Clerk, and all fees, costs, and charges paid to him eight hours at least prior to the time fixed for the interment; if not so paid, an extra fee of five shillings will be charged.

Plan of Cemetery.

3. A numbered plan of the Cemetery showing the situation of the "open" and "selected sections" for graves and vaults shall be kept at the Council Chambers, and may be inspected on application.

Record of interments to be kept.

4. A book shall be kept by the Council Clerk, in which shall be entered the names, ages, and date of burial of all persons interred, and the numbers of the "section" and grave in which such interment shall have been made.

Burial Service.

5. The friends of the deceased will be required to make arrangements for any religious service or funeral rite they may wish performed at the time of the interment.

Areas for graves, &c.

6. The areas for graves shall be 3 ft. x 8 ft., 6 ft. x 8 ft., 9 ft. x 8 ft., and 12 ft. x 8 ft.; and for vaults, 6 ft. x 10 ft., and 12 ft. x 10 ft.

Depth of graves.

7. Every grave and vault shall be not less than 6 feet deep, or to the solid rock; and every coffin must be placed at least 4 feet below the service of the ground.

Interment in vaults.

8. All bodies interred in vaults shall be encased in strong and properly soldered leaden coffins. Non-compliance with this rule will subject the undertaker in such case to a penalty of not more than five pounds nor less than two pounds.

Building vaults, erecting tomb-stones, &c.

9. Any person desirous of building a vault, enclosing or kerbing a grave, or erecting tomb, head, or foot stones, shall submit plans and give fourteen days written notice thereof to the Council Clerk; and upon the same being approved, and all fees thereon paid, the Council will give permission (in writing) for the work to be carried out, subject to the inspection, supervision, and approval of the Council, or any officer they may appoint. And the contractor or person performing the work shall deposit in the hands of the Council Clerk a sum of one pound, as security for clearing away all rubbish on completion of the work.

Re-opening graves and vaults.

10. In cases of re-opening graves or vaults, all tomb, head, and foot stones, and fences, must be removed by the owners of the land, and the Council will not be responsible for any loss or damage connected therewith.

Penalty for injuring vaults, &c.

11. Any person injuring, damaging, or defacing any fence, vault, tomb, head or foot stone, grave, or anything appertaining to the cemetery, shall for every such offence forfeit and pay a penalty of not more than ten pounds nor less than one pound.

Encroachments—how to be removed.

12. The Council reserves the right and power of settling any disputes that may arise or occur, as to the boundary or boundaries of any portion of the cemetery that may have been purchased by any person for the erection of vaults, tomb, head or foot stones, fences, or graves; and any person in any way encroaching on any adjoining portion (whether in the hands of the Council or sold), shall receive notice (in writing) from the Council to remove such encroachment, and failing to do so immediately, the Council shall cause the encroachment to be removed at the cost of the person making or causing the same.

Fences to be erected within six months from obtaining permission to enclose land.

13. Persons obtaining permission to enclose any portion of land (as per Schedule of Fees) will be required to erect the necessary fences (subject to the inspection and approval of the Council) within six months from the date of their permission to enclose the land; and failing to do so, their right or title to the land will revert to the Council, and the same may be re-sold.

SCHEDULE OF FEES.

	£	s.	d.
For interment of a pauper, including digging grave	0	8	0
For an ordinary grave, 3 ft. x 8 ft., including digging	0	12	6
Re-opening do. do.	0	10	0

Selected Portions.

Permission to enclose 3 ft. x 8 ft.....	0	10	0
" " 6 ft. x 8 ft.....	1	0	0
" " 9 ft. x 8 ft.....	1	10	0
" " 12 ft. x 8 ft.....	2	0	0
Permission to erect vault, including land, 6 ft. x 10 ft.	3	0	0
" " " 12 ft. x 10 ft.	6	0	0
Permission to re-open vault	0	10	0
Digging or re-opening grave in selected portions	0	10	0
Permission to erect head or foot stones in unselected portions—each	0	5	0
Permission to erect tombstone or monument in unselected portions	1	0	0
Permission to place slab over grave in unselected portions	0	10	0

PART X.

MISCELLANEOUS.

SUBDIVISIONS AND CHANGE OF PROPERTY.

Change of occupier.—Subdivisions of property.

1. If the owner, tenant, or occupier of any property within the Borough for which he or she is assessed shall give up the possession of such property, he or she shall within seven days from the date of giving up the possession thereof deliver to the Council Clerk a notice in writing, shewing and setting forth the name and address in full of the person to whom possession of such property has been given. And if any property shall be sub-divided in the interval between one assessment and another, and let to two or more persons, the tenant or owner who previously occupied the whole of such property, or who is still in possession of a portion thereof, shall within seven days from the time of such sub-division being made deliver to the Council Clerk a notice in writing, shewing and setting forth the area, the rent, and the names in full of the occupier or occupiers of such sub-divisions. And any such owner, tenant, or occupier failing or neglecting to give such notice as is herein required, shall on conviction forfeit and pay any sum not exceeding five pounds, nor less than ten shillings, for every such offence.

EXTIRPATION OF NOXIOUS WEEDS.

Certain weeds to be extirpated, under penalty.

2. The Council shall have power at any time to cause an inspection of all or any portion of the lands within the Borough, when the lands are under cultivation, or for the most part have been cleared and fenced, to order and compel the extirpation of the weeds known as the Bathurst burr, the Scotch thistle, and the cotton plant, or other noxious weeds detrimental to good husbandry; and thirty days notice, by advertisement in a local newspaper, or by a written or printed notice under the hand of the Council Clerk, or other officer appointed for that purpose, left at or sent through the post to the last known residence or place of business of the person or persons upon whose land such weeds may exist, shall be deemed sufficient notice to owners, tenants, or occupiers of property; and if after the expiration of thirty days from the first publication of such notice by advertisement, or the delivery or posting of such written or printed notice, the owner, tenant, or occupier of the land shall

neglect or refuse to extirpate such weeds by cutting, pulling, or grubbing and burning them, for every such offence and in every such case the Council shall have power, in a summary manner, before any two or more Justices in Petty Sessions, to recover a fine not exceeding ten pounds, together with costs of Court, by levy and distress upon the goods and chattels of the person or persons so offending; and the Court may order all such weeds to be destroyed forthwith, at the expense of such owner, tenant, or occupier, in addition to any penalty that may be inflicted as aforesaid: Provided, that in the case of the Bathurst burr and the Scotch thistle no action be taken by the Council until after the lapse of sixty days from the passing of this by-law, and in the case of the cotton plant, that no action be taken by the Council until after the lapse of six calendar months as aforesaid. In the case of noxious weeds found growing on land unoccupied, the owners of which are unknown, the Council shall have the power to cause such weeds to be destroyed from such lands, the cost of which operation shall remain a charge upon the property, and may be recovered, with costs, at any future time from the owner of such property, in a summary manner before any two Justices, by levy and distress: Provided that such costs does not exceed five pounds.

PENALTIES.

Penalties—how recoverable.

3. All penalties and fines incurred under these By-laws may be sued for and recovered in a summary way by distress and sale of the offender's goods, before any two Justices of the Peace, according to the provisions of the Act 14 Vic., No. 43, and the Acts therein adopted; and all such penalties, when recovered as aforesaid, shall be paid into the corporate fund of the Borough, and no person shall be liable to any penalty, fine, or forfeiture under these By-laws, unless proceedings in respect thereof be commenced within six months after the same shall have been incurred.

Special penalty.

4. Every person committing a breach of any provision of any by-law hereinbefore mentioned shall when no specific penalty shall have been provided for such offence be liable to a penalty not exceeding ten pounds, nor less than ten shillings.

Made and passed by the Municipal Council of the Borough of Wollongong, this seventh day of November, in the year of our Lord one thousand eight hundred and seventy-three.

P. LAHIFF, Mayor.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BY-LAWS—MUNICIPAL DISTRICT OF GERRINGONG—FREE LIBRARY.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Department of Justice and Public Instruction,
Sydney, 31st December, 1874.

MUNICIPAL DISTRICT OF GERRINGONG.

The following By-laws, made by the Council of the Municipal District of Gerringong, for the Regulation of the Gerringong Free Library, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

G. WIGRAM ALLEN.

BY-LAWS for regulating the Free Public Library, Gerringong.

1. The books purchased with the Government grant in aid of the Gerringong Free Public Library, together with all other books which the Gerringong Municipal Council may procure for that institution, either by purchase or otherwise, shall constitute a circulating library to be called the "Gerringong Free Public Library."
2. The Council shall appoint a Librarian, whose duty it will be to make out and keep a catalogue of all books in the library."
3. It shall be the duty of the Librarian or Assistant Librarian to be in attendance at the library between the hours of 2 and 4 p.m. every day on which municipal business may be legally transacted, to issue and receive books and to allow any person to read any book in the library.
4. The Librarian shall keep a book in which shall be entered the name and number of the book issued, the name of the person taking the book, the date on which it was issued, and also the date on which it was returned to the library.
5. The persons who shall be at liberty to use the library are every ratepayer and householder in the Municipal District of Gerringong.
6. Any ratepayer or householder applying for books shall be entitled to receive one volume for every two individuals of his household who are known to be able to read, and no person shall be entitled to receive a book from the library until he or she shall have returned any books previously taken out.
7. The period for which any book may be kept shall be one month, under a penalty or fine of three-pence per week for every week that such book may be kept beyond that time.
8. Any book or books lost or damaged by any person shall be replaced by such person within one month, or the Council may procure a copy of such book, and the person so offending may be sued by the officer in charge of the library for the cost of such book and all expenses incurred in obtaining it.
9. Any person in a state of intoxication applying for a book shall not be entitled to receive one.
10. Any person behaving in a disorderly manner while in the library or on the premises, or damaging property in such library, shall for every such offence be liable to a fine of not less than five shillings, and shall replace the damaged property.

Made and passed by the Gerringong Municipal Council, this 31st day of August, 1874.

JAMES SOMERVILLE, Council Clerk.

ROBT. MILLER,
Mayor.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(MUNICIPAL DISTRICT OF GLEN INNES—BY-LAWS.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 22nd March, 1875.

MUNICIPAL DISTRICT OF GLEN INNES.

BY-LAWS.

THE following By-laws, made by the Council of the Municipal District of Glen Innes, for regulating their own proceedings and the duties of their officers and servants, for the collection and enforcement of rates, for preventing and extinguishing fires, and for the suppression of nuisances, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

MUNICIPAL DISTRICT OF GLEN INNES.

BY-LAWS.

STANDING ORDERS for the government of debate and proceedings of Council and Committees, and duties of officers and servants.

Ordinary Meetings.

1. The Council shall meet for the transaction of business on Tuesday, the 23rd day of June, 1874, and afterwards on every fourth Tuesday therefrom, at 7 p.m., unless such day be a public holiday; and then on such other day as the Mayor may appoint.

Election of Chairman in absence of Mayor.

2. If at any meeting of the Council the Mayor be absent, at the expiration of twenty minutes after the time appointed for holding such meeting, the Aldermen then present may proceed to elect from themselves a Chairman for such meeting.

Business of Ordinary Meetings.

3. The following shall be the order of business at all meetings of the Council other than special meetings:—

- (1.) The minutes of the last preceding meeting to be read, corrected (if erroneous), and signed by the Mayor or other Chairman. No discussion to be permitted on such minutes, except as to whether they are correct.
- (2.) Correspondence to be read, and orders made thereon if expedient.
- (3.) Petitions, if any, to be read and dealt with.
- (4.) Reports from Committees, and minutes from the Mayor, if any, to be presented, and orders made thereon.

- (5.) Questions as to any matters under the jurisdiction or within the official cognizance of the Council to be put and replied to, and statements as to any facts, matters, or circumstances requiring attention by the Council, or any of the Committees or officers to be made.
- (6.) Motions of which notice has been given to be dealt with in the order in which they stand on the business-paper.
- (7.) Orders of the day to be disposed of as they stand on the business-paper.

Business may be taken out of the regular order.

Provided that the Council may, by resolution without notice, entertain any particular matter of business out of its regular order on the business-paper, without any formal suspension of these Orders, and may in like manner direct that any particular motion or matter of business shall have precedence at future meeting.

GENERAL DUTIES OF THE MAYOR OR PRESIDING ALDERMAN.

Order.

4. The Mayor or Presiding Alderman shall preserve order, and his decision on all points of disputed order shall be final; but he is to state his decision without argument or comment.

The Mayor may take part in proceedings.

5. The Mayor or Presiding Alderman may take part in all the proceedings of the Council.

Putting questions.

6. The Mayor or Presiding Alderman shall put all questions and declare the sense of the Council thereon as he shall deem it to be, without awaiting any expression of opinion; but if such declaration shall appear to any Alderman at the time to be contrary to the opinion of a majority of the Council, he may demand a decision, and the vote of each Alderman be expressed.

Pre-audience.

7. If two or more members rise to speak at the same time, the Mayor or Presiding Alderman shall decide which member is entitled to pre-audience.

Not to speak a second time.

8. The Mayor or Presiding Alderman may, without waiting for the interposition of any member of the Council, call to order any member proceeding to speak a second time on the same question (except in explanation, and without introducing any new matter. The member introducing a motion to have the right of reply, and every member shall have the liberty of speaking on every amendment as well as on the original motion.

Questions put by Mayor.

9. The Mayor or Presiding Alderman shall, on every motion made and seconded, put the question first in the affirmative and then in the negative; and he may do so as often as may be necessary to enable him to form and declare his opinion what the decision is.

Not speaking to questions.

10. No member shall deviate from the subject under debate, or make personal reflections upon any other member.

Offensive expressions.

11. No member shall make use of any expression capable of being applied offensively to any other member.

Adjournment of debate.

12. A debate may be adjourned to a later hour of the same day, or to another day specified.

Member entitled to pre-audience.

13. The member upon whose motion any debate shall be adjourned shall be entitled to pre-audience on the resumption of the debate.

Calls to order.

14. Any Alderman may at any time call the attention of the Mayor to any Alderman being out of order, or to any other point of order.

Motion for adjournment.

15. Any motion for adjournment, if seconded, shall be immediately put without discussion; but if such motion be negatived it shall not be competent for any member to make a like motion until the lapse of a quarter of an hour.

Rescinding resolution.

16. It shall be competent to give notice of motion for the rescinding of any resolution on the same day on which such resolution shall have been passed by the Council.

Notices must be in writing.

17. All notices of motion shall be in writing, dated and signed by the Alderman proposing the same, previous to being handed to the Council Clerk, and shall not be withdrawn from the business-paper without the leave of the majority of the Council: Provided that in the absence of any Alderman giving such notice of motion as aforesaid, unless he shall have authorized some other Alderman by writing to move the resolution standing in his name, be struck from the business-paper.

CALL OF THE COUNCIL.*How ordered.*

18. A call of the Council may be ordered by any resolution of which due notice shall have been given, for the consideration of any motion or matter of business before such Council.

Question to be read when required.

19. Any member or members may require the question under discussion to be read for information at any time during the debate, but not so as to interrupt any member whilst speaking.

How amendments are to be put.

20. When a motion in Council shall have been made and seconded, any Alderman shall be at liberty to move an amendment thereon, but no such amendment shall be discussed unless and until it be seconded. No motion or amendment shall be discussed until it shall have been reduced into writing.

Council Clerk to give notice of Committee Meetings.

21. The Council Clerk shall call a meeting of any committee when requested so to do by the Chairman or any two members of such Committee, and shall attend and take minutes of Committee if required.

Petitions—No debate.

22. On the presentation of a petition no debate shall take place until notice has been given in the usual manner; and the only question that can be entertained by the Council on the day of its presentation shall be that the petition be received or that it be referred to a Committee.

Language of Petitions.

23. It shall be incumbent on any Alderman presenting a petition to acquaint himself with the language thereof, and to report to the Council that he considers it unobjectionable.

Petition of parties signing.

24. All petitions shall be received only as the petitions of the parties signing the same.

Committees.

25. Before such special Committees as from time to time shall be found necessary, there shall be a Standing Improvement Committee and a Finance Committee; such Committee shall be appointed by resolution of the Council within thirty days after the election of Mayor for the municipal year.

Standing Orders of Council observed.

26. The Standing Orders as to the proceedings of meetings of the Council shall be observed in a Committee of the Whole Council.

Chairman of Committees.

27. Every Committee of which the Mayor shall not be a member shall elect a permanent Chairman of such Committee, and such Chairman may direct the Council Clerk to call meetings whenever he shall think it expedient.

Report to be signed.

28. Every report of a Committee shall be signed by the Chairman thereof.

In cases of emergency.

29. In cases of emergency the Mayor, with the assent of any one Alderman or the Improvement Committee, may authorize the expenditure of any sum not exceeding five pounds, and such expenditure shall be reported to the Council at its next sitting.

Security.

30. In cases where security is required by the Municipalities Act of 1867, no security shall be accepted otherwise than by a vote of the Council.

Books and papers not to be shown.

31. No officer or servant appointed by the Council shall be at liberty to show, lay open, or expose any of the books, papers, or records of the Council to any person not a member of the Council, without leave from the said Council, except as provided by law.

BY-LAWS.—PART I.*Common Seal.*

1. The Common Seal shall not be affixed to any document without the express authority of the Council, and every impression thereto shall be verified by the signatures of the Mayor and Council Clerk.

Seal, Charter, &c., where kept.

2. The Seal of the Municipality, and all charters, deeds, and records of the Council shall be kept in the custody of the Council Clerk, unless the Council shall otherwise order.

Preserving order in Council.

3. If any Alderman while in Council or Committee of the Whole, refuse to conform to the Standing Orders of the Council, or refuse to obey the ruling of the Chairman, shall be liable to a penalty not exceeding five pounds: Provided that the Council shall confirm the ruling of the Chairman if appealed to.

PART II.

Collection and enforcement of rates.

1. All rates levied or imposed by the Council under the provisions of the Municipalities Act of 1867, and for the purposes mentioned in the said Act, shall be collected once a year; and each rate shall be held to be due and payable on and after such days as the Council shall by resolution appoint at the time of making or imposing such rate.

Rates to be paid at office of Council Clerk.

2. All rates made and authorized by the Council shall be paid within twenty-one days after the time prescribed by the Act, at the Council Chamber of the Municipality, or at any other place appointed by the Council, at such hours and on such days as the Council shall from time to time appoint.

Unpaid rates.

3. The Council Clerk shall prepare, at such times as he may be ordered by resolution of the Council or the Mayor, a list of the names of all persons whose rates are unpaid at the expiration of the time fixed for the payment of the same, and the Mayor shall take immediate proceedings either by summons or by the issue of distress warrants against defaulters.

Bailiff.

4. The Bailiff shall be appointed by the resolution of the Council, and shall be at any time removable by a like resolution, and shall give such security as the Council shall approve of for the faithful performance of the duties of such office.

Levies and distresses.

5. The Bailiff shall make all levies and distresses for the recovery of rates, under the warrant of the Mayor, such warrant to be made in accordance with the form in Schedule hereto annexed, marked A.

Entry and levy.

6. The Bailiff shall be paid for entry and levy made under these By-laws, according to the Schedule annexed, marked C.

Making a distress.

7. At the time of making a distress the Bailiff shall forthwith make out an inventory, written in the form and to the effect of the Schedule annexed, marked B, which inventory shall be delivered to the occupant of the land or premises, or the owner of the goods so distrained, or to some person on his or her behalf resident in the place where the distress has been made, and in case there shall be no person at such place with whom such inventory can be left as aforesaid then such inventory shall be posted in some conspicuous part of the land or premises on which the distress has been made, and the Bailiff shall deliver a copy of such inventory to the Council Clerk for the information of all parties concerned.

Bailiff to enter upon land, &c.

8. It shall be lawful for the Bailiff, and such assistants as he may require, to enter into any part of the land, building, tenement, or other property in respect of which a warrant has been issued for the recovery of any rate or rates as aforesaid, and to distrain the goods thereon or therein, and to remain in such building, tenement, or other property in charge thereof; and if the sum for which distress shall have been made or taken shall not be paid on or before the expiration of five days it shall be lawful to sell the goods so distrained or a sufficient portion thereof, by public auction, either on the premises or at such other place within the Municipal District as the said Bailiff may think proper to remove them for such purpose; and the surplus (if any) that may remain after deducting the sum distrained for together with the expenses attendant upon such distress, shall be paid over on demand to the owner of the goods so sold: Provided always that nothing herein contained as to the time of sale shall apply to any crop of cereals, fruit, or vegetables which may be growing at the time when such distress shall be made.

Bailiff may impound.

9. The Bailiff when making a distress as aforesaid may impound or otherwise secure the distress so made, of what nature or kind soever it may be, in such places or in such part of the land or premises chargeable with the rate as shall be most fit and convenient for that purpose; and it shall be lawful for any person whomsoever, after the

expiration of the five days hereinbefore mentioned, to come and go to and from such place or part of the said land and premises where any distress shall be impounded and secured as aforesaid, in order to view and buy, and to carry and remove the same on account of the purchaser thereof.

Goods how to be sold.

10. The owner of any goods so distrained upon may by writing direct and specify the order in which they shall be successively sold, and the said goods and chattels shall in such case be put up for sale according to such direction.

Proceeds of sale to be paid to Council Clerk.

11. The Bailiff shall hand over to the Council Clerk all proceeds of such distresses as soon as possible after such sales, also the copy of every inventory, and account of every such sale or sales.

Bailiff may appoint Deputy.

12. The Bailiff, with the sanction of the Mayor, may authorize any person to act temporarily as his deputy; and the person thus authorized shall have and exercise for the time being all the powers of the Bailiff himself; but the Bailiff and his sureties shall in such cases be held responsible for the act of such deputy.

SCHEDULE A.

Warrant of distress.

I, _____, Mayor of the Municipal District of Glen Innes, do hereby authorize you _____, Bailiff of the said Municipal District, to distrain the goods and chattels of the dwelling-house on or in and upon the land and premises of _____, situate at _____, for the sum of £ _____, being the amount of municipal rates due to the said Municipal District to the day of _____, for the said dwelling-house, land, or premises, as the case may be; and to proceed thereon for the recovery of the said rates according to law.

Dated this _____ day of _____ 18 _____.

Mayor.

SCHEDULE B.

Inventory.

I have this day, in virtue of a warrant under the hand of the Mayor of the Municipal District of Glen Innes, dated _____, of which a copy is attached hereto, distrained the following goods and chattels in the dwelling-house, or in and upon the land and premises of _____ situate at _____ within the said Municipal District, for the sum of £ _____, being the amount of rates due to the said Municipal District to the day of _____ 18 _____.

Dated this _____ day of _____, 18 _____.

Bailiff.

[List to be appended.]

SCHEDULE C.

Costs.

	s.	d.
For every warrant of distress.....	3	0
For serving every warrant and making levy	3	0
For making and furnishing copy of inventory.....	3	0
For man in possession each day or part of a day	8	0
For sale and delivery of goods, one shilling in the pound on the gross proceeds of the sale, in addition to the costs of advertisements (if any).		

PART III.

PREVENTING AND EXTINGUISHING FIRES.

Fire or combustible materials.

50. Every person who shall place, or knowingly permit to be placed, in any house, workshop, out-office, or other premises, fire, gunpowder, or combustible materials, or inflammable materials of any kind, in such a manner as to endanger contiguous buildings, shall, on conviction of every such offence, forfeit and pay a penalty of not more than five pounds, and shall forthwith remove such fire, gunpowder, or combustible or inflammable materials; and every such person who shall suffer any such fire, gunpowder, or combustible or inflammable materials to remain as aforesaid for forty-eight hours after such conviction, shall be deemed guilty of a further offence against this By-law.

Fireworks.

51. Every person who shall discharge fire-arms without lawful cause, or who shall light any bonfire, tar-barrel, or fireworks upon or within ten yards of any public or private street or any public place, shall forfeit a sum not exceeding five pounds.

Erection of bark buildings.

52. All persons are prohibited from erecting buildings any portion of which shall be constructed of bark or other dangerously inflammable material; and any person or persons erecting such buildings shall forfeit, on conviction of every such offence, a penalty of not more than twenty pounds: Provided that this By-law shall only be enforced within the now populous portion of the Municipality, that is to say within the following boundaries: Commencing on the west by Guy-street, on the north by Herbert-street, on the east by East-street, on the south by Oliver-street, inclusive of frontages by both sides of the streets named.

PART IV.

Suppression of nuisances.

53. No householder or resident in the said Municipal District shall be allowed to permit his or her premises, yards, closets, or drains, to be offensive or a nuisance to the adjoining householders or residents.

Offensive trade.

54. No noisome or offensive trade shall be permitted to be carried on in any premises, to the inconvenience of the residents of adjoining or other houses.

Notice to proprietor.

55. Upon complaint being lodged at the Council Chambers that the yards, closets, or drains of any premises is or are a nuisance or offensive, and after inspection such shall be found to be the case, notice shall be given in writing to the proprietor or tenant of such premises to remove or abate such nuisance within forty-eight hours after such notice; and if after such notice the nuisance shall not be removed or abated, the proprietor or tenant of the said premises shall be liable to a penalty not exceeding twenty shillings nor less than ten shillings.

56. Upon complaint being lodged at the Council Chambers, the Inspector of Nuisances may at all reasonable hours, with or without assistants, enter into and inspect any building, stall, or place kept or used for the sale of butchers' meat, and examine any carcass, meat, flesh, fish, or other perishable article of food which may be therein; and in case any such articles shall appear to him to be intended for human food but unfit, the same may be seized by him, and if it shall appear to a Justice of the Peace upon competent evidence to be unwholesome, he shall order it to be destroyed, and the owner thereof or other person in whose custody it was found shall be liable to a penalty not exceeding forty shillings nor less than ten shillings.

Traffic may be stopped.

57. The Council, or any person or officer acting under the authority of such Council, may at any time cause the traffic of any street, lane, or thoroughfare, or any portion thereof, to be stopped for the purpose of repairing the same.

Rubbish not to be thrown on streets.

58. No person shall be allowed to throw rubbish, sweepings, broken glass, dead animal, or other offensive matter or thing, or deposit of any kind whatever, on the streets, pathways, or channels, or in any public place within this Municipal District.

Injury to kerbstones, gutters, &c.

59. No driver, carter, or other person, shall wilfully or negligently do, or suffer or cause to be done, any damage or injury to the kerbstones, gutters, or pathways of any street or roadway; and no person shall be at liberty to ride on horseback, or to drive a wheeled vehicle of any kind on the footways.

Cattle straying.

60. Any person suffering any kind of swine, or any horse, ass, mule, sheep, goat, or other cattle belonging to him or her, or under his or her charge, to stray or go

about, or to be tethered or depastured within the following boundaries: Commencing on the west by Guy-street; on the north by Herbert-street; on the east by East-street; on the south by Oliver-street, inclusive of frontages by both sides of the streets named,—shall, on conviction, forfeit or pay for such offence a sum not exceeding forty shillings or less than five shillings.

Kerbing to be fixed.

61. That in all cases where owners of property apply for kerbing to be fixed on edge of footpath, such kerbing shall not be done by this Council until all rates due by such owners of property, together with one-half the estimated cost of such kerbing is paid.

Careless riding or driving.

62. No person shall ride or drive through or upon the streets, or any public place, so negligently, carelessly, or furiously, that the safety of any other person shall or may be endangered.

Destroying pathways or roads.

63. No person shall be allowed to alter, cut up, or destroy the pathways or roads, or to remove loam, sand, or gravel from any of the streets or roads of the Municipality, without the authority of the Council, and for such authority a fee of one shilling shall be paid.

Placing materials on streets or pathways.

64. No person shall be allowed to place on the streets or pathways building materials otherwise than is absolutely necessary, and by the sanction in writing of the Mayor or Council Clerk; and no person shall be allowed to have waterholes, or excavations for cellars or other purposes, in or adjoining any public place unfenced, or in such a manner as to be dangerous to passers by; and all places where buildings are being carried on, or where any obstruction, to the danger of passers by, exists, the person causing such obstruction shall be required to provide lights on either side, and keep the same lighted from sunset to sunrise.

Damaging trees and shrubs.

65. No person shall destroy or damage any shrub or tree growing in any street or thoroughfare, or other public place within this Municipality; or injure any hedge, fence, gate, or building in such street, thoroughfare, or public place; or to set fire to any shrubs or trees; or to cut or remove any timber from any such street, thoroughfare, or public place aforesaid; or to destroy, tear, deface, or otherwise injure any notice, proclamation, or other document purporting to be under the authority of the Council, or of any officer of the said Council, which shall be affixed in any public place.

Persons bathing.

66. No person shall bathe within two hundred yards of any public road, place, or wharf, unless in some enclosed place, or otherwise in such manner as not to offend against common decency.

Exposing goods for sale.

67. No person shall place or expose for sale on the pathways or streets carts, goods, parcels, or produce of any kind whatever, to the obstruction of the public.

Penalty.

68. For every offence against the provisions of the By-laws of this Municipal District, except as otherwise provided, the offender shall be liable to and shall pay a penalty not exceeding ten pounds nor less than five shillings, to be recovered in a summary way before any Justice of the Peace; and all other penalties and fines imposed by such By-laws, except as otherwise provided, shall be recoverable in a summary way before any Justice of the Peace.

T. F. O'KEEFE,

(l.s.)

Mayor.

THOMAS McDONALD,

Council Clerk.

Municipal Council Chambers,
Glen Innes, 19th September, 1874.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BOROUGH OF ALBURY—BY-LAWS.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 23rd March, 1875.

BOROUGH OF ALBURY.

BY-LAWS.

THE following By-laws, made by the Council of the Borough of Albury, in substitution of those parts of their By-laws relating to the suppression of nuisances, and to the regulation of carters, carriers, and public vehicles, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

BOROUGH OF ALBURY.

BY-LAWS.

ON and after the date of the publication hereof, the Albury Borough By-laws relating to the suppression of nuisances, and for the regulation of carters, carriers, and public vehicles, will be rescinded, and the following By-laws substituted in lieu thereof.

SUPPRESSING NUISANCES.—PART 3.

NUISANCES.

Privies, Cess-pools, Drains, &c.

1. All drains whatsoever, and the water-closets, earth-closets, privies, cess-pools, and ash-pits, within the Borough of Albury, shall be constructed and kept so as not to be a nuisance or injurious to health, and so as that there shall be no overflow or soakage or leakage therefrom; and every cess-pool within the said Borough of Albury, which shall be formed or made below the surface of the ground, shall be also constructed so as that the watertight walls or sides thereof shall project on all sides at least six inches above the surface of the ground in which cess-pools shall be formed or made.

Private passages, yards, ways, and premises.

2. All private passages, yards, right-of-ways, and other premises within the Borough of Albury, shall be kept in such a state in respect of cleanliness as not to be a nuisance or injurious to health.

Removal of house refuse.

3. The owner or occupier of any house, building, or premises, within the Borough of Albury, shall cause the yard and ground adjacent or belonging thereto to be kept in a cleanly condition, and so as not to be a nuisance or injurious to health, and shall cause all dust, mud, ashes, rubbish, filth or other such refuse matters produced or accumulated on such premises, to be collected in one place in such yard or ground, and to be kept there in an inoffensive condition, and so that the same shall not be productive of any nuisance; and shall cause all such refuse matter so collected, to be from time to time removed from such yard, ground, or premises, as often as such refuse matter shall amount to a quantity equal to one cubic yard; and if at any

time the owner or occupier of any premises shall neglect or fail to have such rubbish or refuse matter so removed as aforesaid, the Inspector of Nuisances shall cause the same to be removed at the expense of such occupier or owner. Nothing contained in this By-law shall be construed or taken to prevent the occupier or owner of any premises from causing any manure, ashes, or other refuse matter as aforesaid, produced or accumulated thereon, to be kept for the purpose of being used for manure on any garden, or on any land contiguous to such premises, provided such manure, ashes, or other refuse matter, shall not, previous to the removal thereof for use as manure on any garden or land as aforesaid, be kept not less than one hundred (100) yards of any dwelling-house, shop, or other building, or so as to be a nuisance or injurious to health.

Cleansing of privy cess-pools.

4. The owner or occupier of every house, building, or tenement, within the Borough of Albury, shall cause every privy cess-pool thereon to be emptied and cleansed from time to time, as soon as any portion of the contents of such cess-pool shall have so accumulated therein as to be within a distance of one foot from the top of the wall, sides, or lining of such cess-pool: Provided that the contents of any privy shall not be removed or discharged therefrom, except between the hours of twelve p.m., and five a.m.: And provided also that the contents of any privy cess-pool shall not be removed or discharged therefrom until such contents shall had mixed therewith a quantity of chloride of zinc, carbolic acid, common salt, or some other efficient deodorizer, sufficient to effectually deodorize and disinfest the same.

Where cess-pools are not provided.

5. The owner or occupier of every house, building, or other tenement on or in which the privy or closet belonging thereto shall not be provided with a cess-pool constructed in accordance with the provisions of the preceding By-law No. 1, shall at all times cause to be kept in such privy or closet a supply of dry powdered earth, ashes, charcoal, lime, or other material efficient for deodorizing night-soil; and shall cause all night-soil, which may be deposited in any box, pan, bucket, or other receptacle in such privy or closet, to be immediately, on the deposit thereof, covered with a quantity of dry powdered earth or other deodorizing material as aforesaid, sufficient to thoroughly and effectually deodorize the contents of such bucket, pan, or other receptacle.

Stables, cow-sheds, and pigsties.

6. The owner or occupier of any land within the Borough of Albury, on which there shall be erected any stable, cow-yard, cattle-shed or pigsty, shall cause such premises to be kept in such a state, in respect of cleanliness, as not to be a nuisance or injurious to health; and shall cause all dung, soil, or other manure produced or accumulated thereon, to be collected in a place (to be approved of by the Inspector of Nuisances) in the yard of such premises, and to be there kept in an inoffensive condition, and so as not to be productive of any nuisance; and shall cause such dung, soil, or other manure, to be from time to time removed from such premises as often as the quantity of the same so collected or accumulated shall amount to two cubic yards; and if at any time the owner or occupier of any such premises shall neglect or fail to have such dung, soil, or other manure removed therefrom as aforesaid, the same shall be removed by the Inspector of Nuisances, at the expense of such occupier.

Deposit of rubbish, manure, &c.

7. No person shall deposit, or cause or suffer to be deposited, in or by the side of any street, or on any road, street, right-of-way, lane, passage, water-channel, or gutter, or in any creek, river, or reservoir, or in any other public place within the Borough of Albury (not being a manure dépôt duly appointed by the Borough Council of Albury as a place for the deposit of manure, rubbish, or other such refuse matter), any dust, mud, ashes, rubbish, filth, offal, soapsuds, manure, liquid manure, dung, or soil.

No person shall deposit, or cause or suffer to be deposited, on any land, field, farm, or garden, within the Borough of Albury, any night-soil, blood, offal, or other offensive matter or thing, without the written consent of the Mayor or Council; and any such offensive matter or thing, which shall with such consent of the said Mayor or Council be so deposited, shall be, immediately on the deposit thereof, covered over by the person depositing the same with such a quantity of earth as will at once prevent the escape of any noxious or offensive effluvia from any such manure, soil, or other offensive matter before mentioned: Provided that nothing contained in this By-law shall be construed or taken to prevent the use as manure for any garden or land of the contents of any earth-closet, or any other privy or closet, where such contents are deposited on any such field or land in a perfectly deodorized state, and so as not to cause nuisance or offence, either at the time of the deposit of such contents or afterwards.

Offensive trades.

8. The owner or occupier of any premises within the Borough of Albury used for the purposes of any trade, business, process, or manufacture whatsoever, causing effluvia, shall cause all rubbish, filth, offal, soil, or other offensive matter produced or accumulated thereon to be removed therefrom at least once in every twenty-four hours, and to be in the meantime kept so as not to be a nuisance or injurious to health; and if the occupier of any such premises shall neglect or fail to have removed therefrom any such offensive matter as aforesaid, such matter shall be removed by the Inspector of Nuisances, at the expense of such occupier. Every person guilty of any breach of one of the provisions of the foregoing By-laws shall be liable for every such offence to a penalty not exceeding ten pounds nor less than ten shillings.

Dead animals &c., not to be thrown into watercourse.

9. Any person who shall cast any filth or any dead animal, or animal with intent of drowning, into any public watercourse, sewer, waterhole, river, creek, well, or canal,—or who shall suffer slops, suds, liquid manure, kitchen refuse, or filth of any kind, to flow from his or her premises into any watercourse, sewer, waterhole, river, creek, or canal,—or who shall permit or suffer any water, slops, suds, or filth to flow from his or her premises, over any of the footways of the Borough, or shall permit or cause, by means of pipes, shoots, channels, or other contrivance, slops, suds, liquid manure, or filth of any kind whatsoever, to flow into any public watercourse, channel, sewer, waterhole, river, creek, canal or gutter,—shall forfeit any sum not less than five shillings nor more than ten pounds, and shall pay the cost of removing such filth.

Swine not to be kept.

10. Any person who shall breed, feed, or keep any kind of swine in any house, building, yard, garden, or other hereditament, situate or being in or within forty yards of any street, public place, or dwelling-house, in the said Borough, or shall suffer any kind of swine belonging to him or her, or under his or her charge, to stray or go about in any street or public place, shall on conviction forfeit and pay for such offence a sum not exceeding five pounds nor less than five shillings.

Inspection of premises.

11. Upon the complaint of any householder that the house, premises, yards, closets, or drains of the neighbouring or adjoining premises are a nuisance, the Inspector of Nuisances shall at once make an inspection of the premises complained of; and the Inspector of Nuisances shall have full power, without any other authority than this By-law, to go upon such premises for the aforesaid purposes.

12. Every person who, in any street or public place or passage within the Borough of Albury, to the obstruction, annoyance, or danger of the residents or passengers, shall commit any of the following offences, shall on conviction for any and every such offence forfeit and pay a penalty of not more than two pounds:—

13. Every person who shall throw or cast from the roof, or any part of any house or other building, any slate, brick, part of a brick, wood, rubbish, or other material or thing (unless within a hoard or enclosure), when any house or building is being erected, pulled down, or repaired.

14. Every person who shall within the distance of one hundred yards from any dwelling-house, burn any rags, bones, corks, or other offensive substance, to the annoyance of any inhabitant.

15. Every person who shall carry goods, or any frame, to the annoyance of any person upon the footway of any street or other public footway.

16. Every person who shall run, roll, drive, draw, place, or cause, permit, or suffer to be run, rolled, driven, drawn, or placed upon any of the footpaths within the Borough any waggon, cart, dray, sledge, velocipede, or other carriage, or any wheel, wheelbarrow, handbarrow, or truck, or any hoghead, cask, or barrel, or shall lead, drive, or ride any horse, ass, mule, or other beast upon any such footway.

17. Every person who shall be the keeper of, or have any dog or animal which shall attack any horse being ridden or driven, or endanger the life or limb of any person who may have the right-of-way or use of any private yard, alley, street, or any other place within the said Borough.

Riding or driving furiously.

18. Any person who shall ride or drive through or upon any street, road, or public place within the Borough, so negligently, carelessly, or furiously, that the safety of any other person shall or may be endangered, shall on conviction forfeit and pay a sum not exceeding five pounds nor less than two pounds.

Breaking horses, &c.

19. It shall not be lawful for any person or persons in any street, road, or public place, within the Borough of Albury, to drive any carriage or other vehicle for the purpose of breaking, exercising, or trying horses, or ride, drive, or lead any horse, mare, or gelding, for the purpose of trying or breaking such horse, mare, or gelding; and every person so offending shall forfeit and pay for every such offence any sum not exceeding three pounds nor less than ten shillings.

20. If the driver of any cart, waggon, dray, omnibus, car, carriage, or any other vehicle drawn by horse or horses, or by bullock or bullocks, shall leave the same unattended in any street, whether public or private,—or shall go for a distance of more than two yards from the side of such cart, waggon, or other vehicle being in any street, without passing through the rear wheel thereof a suitable chain so as effectually to prevent the rotation of such wheel,—such driver shall in every case forfeit a sum not less than twenty shillings nor more than three pounds.

21. No driver of any cart or other vehicle, in any street, whether public or private, or in any public place, shall feed any horse attached to such cart or vehicle save by means of a nose-bag containing the forage and attached to the head of such, or shall remove the blinkers of any such horse; and every driver offending against this section shall forfeit and pay a sum of not less than ten shillings nor more than five pounds.

Made and passed by the Borough Council of Albury, this sixth day of January, in the year of our Lord one thousand eight hundred and seventy-five.

KENNETH McLENNAN,
Mayor.

SAMUEL MUDGE,
Council Clerk.

CARTERS, &c.

1. No cart or other vehicle shall be permitted to cart, draw, or carry merchandise, produce, wood, water, sand, earth, bricks, gravel, stone, or other material for building or other purposes, within the Borough of Albury, unless licensed in the manner hereinafter described.

2. The Council shall from time to time license such carts, waggons, or drays as, respectively, after inspection by the By-law Committee, shall be found fit for public use, and also such carts to be used in carting wood or water for sale respectively, or both wood and water, and also, for carts carting sand, gravel, stone, earth, bricks, or any other material for sale, or carting for hire, or any person carting any of the above under contract, or to be employed as night-carts within the Borough of Albury, as shall after the like inspection be found fit for such purposes respectively; and for every such license there shall be paid to the Council such sum as, with respect to each kind of cart aforesaid, is set out in Schedule A hereto.

3. Before any license to drive a cart or other vehicle within the Borough of Albury shall be granted, the party requiring such license shall obtain from the Council Clerk, free of charge, a requisition in the form of Schedule B, or to the like effect, and shall duly fill up and sign the same, and deliver it to the Council Clerk. And meetings for the purpose of granting such licenses shall be held by the By-law Committee at the Council Chambers, on the first Thursday in each month.

4. Every such license shall be numbered and registered by the Council Clerk, and shall be in force for one year only from the date thereof, or until the 31st day of December next ensuing; and the owner named in any such license shall cause to be painted or marked, and to be kept so painted or marked, on the off side of the cart hereby licensed, the name of the Borough, with the number of such license, in legible letters; and every such owner who shall omit or fail to comply with the provisions of this section shall forfeit and pay a sum not exceeding forty shillings.

5. The driver of every licensed cart, waggon, or other vehicle, shall hold the license of such cart, waggon, or other vehicle, and shall when required by the Inspector of licensed vehicles, or by any other person wishing to hire or having hired such cart, waggon, or vehicle, produce for the inspection of the person so requiring, such license.

6. Every owner of a cart licensed as aforesaid who shall employ any other person to drive the same, shall cause to be truly written upon the license for such cart the name of the person so employed, and shall keep such name so written while such person remains so employed, and thereafter forthwith shall erase or deface such writing; and if any such owner shall wilfully make default in causing such writing to be made, or to be erased or defaced respectively when as herein required, or if any person so employed as aforesaid shall without reasonable excuse refuse or neglect when required by such owner to produce or return to such owner such license,—every person so offending respectively shall forfeit a sum not exceeding forty shillings.

7. Every owner or driver of any cart who shall use any abusive or insulting language to any person who wishes to hire or has hired such cart, or if the same be then employed as a wood-cart or water-cart, who shall deal with such owner or driver for the purpose of or have immediately before purchased of him any wood or water of the loading of such cart respectively, shall forfeit a sum not exceeding five pounds.

8. Every owner of a licensed water-cart shall cause his name and the words "licensed water-cart" to be painted or marked, and kept painted or marked, in legible letters one inch in length, and of a proportionate breadth, in white on black ground, or in black on white ground, in some conspicuous place outside the premises where such cart is kept; and if any owner shall fail to comply with the provisions of this section he shall forfeit a sum not exceeding forty shillings.

9. The By-law Committee may, at any time, if it shall be proved to their satisfaction that the owner of the cart thereby licensed has been convicted of two offences against this Part of these By-laws, or of any offence in respect of any property entrusted to him as such owner, suspend for any stated time, or revoke, as seems to them fit, such license; and no license while suspended under this section or otherwise shall be deemed to be of any force or virtue hereunder.

10. The word "cart" shall for the purposes of this Part of these By-laws include every waggon, dray, or other such carriage, whatever be its construction, drawn by horses or other animals, used wholly or chiefly for the carriage of burthens or heavy goods; the word "wood-cart" shall mean a cart used in the hawking or carting of firewood for sale or under contract; the word "water-cart" shall mean a cart used in the hawking or carting of water for sale, or under contract; and the word "night-cart," shall mean a cart used in the carrying or removing of night-soil, offal, or other offensive refuse.

SCHEDULE A.

Table of Charges for Carters' Licenses.

For four-wheeled vehicles, per annum	...	...	£2
For two-wheeled vehicles, per annum	...	...	£1

SCHEDULE B.

A Requisition for license to

To the Municipal Council of the Borough of

I, _____, residing in _____ street, do hereby request that a license may be granted to me to _____ No. _____ within the said Borough.

Dated _____ 18 _____.

Licenses.

This is to certify that _____ is hereby licensed to a certain No. _____ within the Borough of _____ from the date hereof to the _____ day of _____ next, subject nevertheless to all and every the By-laws, Rules, and Regulations in force relating thereto.

Given under the Common Seal of the Municipal Council of the Borough of Albury, this _____ day of _____ 18 _____.

(L.S.) _____ Mayor.
_____ Council Clerk.

Passed by the Borough Council of Albury, this sixth day of January, in the year of our Lord one thousand eight hundred and seventy-five.

KENNETH M'LENNAN, Mayor.
SAMUEL MUDGE, Council Clerk.

PUBLIC VEHICLES.

1. No vehicle shall ply for hire, nor shall any person act as the driver or the conductor of any such vehicle, within the Borough of Albury, unless licensed in the manner hereinafter described.

2. Before any license for plying a vehicle, or to drive or conduct the same shall be granted, the party requiring such license shall obtain from the Council Clerk, free of charge, requisition in form of Schedule A hereto, or to the like effect, and shall duly fill up and sign the same, and deliver it to the Council Clerk. And meetings for the purpose of granting such licenses shall be held by the By-law Committee at the Council Chambers, on the first Thursday in each month.

3. No license shall be granted in respect of any vehicle which, in the opinion of the By-law Committee, shall be unsafe, or in bad repair, or otherwise unfit for the accommodation and conveyance of passengers.

4. Licenses for proprietors, and drivers of vehicles, shall be in form of Schedule B hereto, or to the like effect.

5. Every license granted by these By-laws shall be in force from the date of such license until the thirty-first day of December the next ensuing, and no such license shall include more than one vehicle: Provided that where the licensed vehicle shall be under repair, if the proprietor shall so desire, he may be permitted to substitute another for a period to be hereby specified by indorsement on the license under the hand of the Council Clerk.

6. Licenses may be renewed each year by indorsement thereon, under the hand of the Council Clerk.

7. For every such license and renewal thereof there shall be paid to the Council Clerk for the benefit of such Borough the several rates set forth in Schedule C hereto.

8. No license shall be granted to any person to drive any vehicle unless he be twenty-one years of age.

9. All licenses shall be made out by the Council Clerk, and numbered in such order as he may think fit.

10. No proprietor shall be at liberty to part with or lend his license, nor to part with his licensed vehicle, to any person without the knowledge and approval of the By-law Committee, and the registry of the name of the purchaser in the books of the Council.

11. The person or persons in whose name or names a license shall appear to have been obtained shall be deemed the owner of the vehicle in respect of which the same shall have been taken out.

12. The license of the proprietor or driver of any vehicle may be revoked by the By-law Committee (after three days' notice in writing given to such proprietor or driver to show cause why the same should not be revoked, and opportunity thereupon given to show such cause), in case either the proprietor or driver shall have been convicted of two offences against this Part of these By-laws, committed within a period of eight months next preceding.

13. The By-law Committee shall, as often as they may deem it necessary, cause an inspection to be made of all licensed vehicles or of any such vehicles, and of the harness and horse or horses used in drawing the same; and if any such vehicle, horse or horses, or harness, shall at any time be found by them unfit for public use, notice of the same shall be given by the Inspector of vehicles, to the proprietor of such vehicle; and if after such notice he shall use or let to hire such vehicle, or suffer the same to be used or let, until the same or the harness or horse or horses used in drawing the same, as the case may require, shall be in a fit condition for public use, the said Committee may suspend, for such time as they may deem proper, the license of such vehicle; and in case any person shall neglect or refuse to attend with his licensed vehicle before the said Committee, when called upon for the purpose of having the same inspected, the said Committee may suspend the license of such vehicle.

14. The number of the license granted for every omnibus or car, in figures not less than four inches in height, and for every carriage or cab in figures not less than two inches in height, white upon a ground black, shall be painted outside on the panel of the door of such vehicles, or on a plate or plates affixed thereon.

15. No omnibus shall ply for hire within the said Borough, unless there shall be painted the number of the license of such vehicle, and the number of persons such vehicle is licensed to carry according to these By-laws, in words at length, in the following form, that is to say,—“Licensed to carry inside, and outside.”

16. No omnibus shall be allowed to carry at one time a greater number of passengers in the whole, or in the inside, or on the outside thereof, than the same will contain at one time upon fit and proper seats provided therein, or thereupon, for that purpose, allowing for every passenger on an average, upon each and every seat, a space convenient for sitting thereon of eighteen inches, measuring in a straight line lengthwise on the front of each seat, and each such inside seat shall be two feet apart from the outer edge thereof: Provided that no child under five years of age sitting on the lap, shall be deemed to be a passenger within the meaning of these By-laws.

17. Any person having taken his or her seat in an omnibus or car, and not paying the fare when demanded at the beginning of the ride, shall, on conviction, forfeit and pay to the owner or driver of such omnibus or car, such amount of overdamages, cost, and expenses, for loss of time or otherwise, as the convicting Justices shall in their discretion think proper.

18. Every driver whilst engaged in taking up or setting down any passenger shall, during such taking up or setting down, place his vehicle as near as conveniently may be to that side of the street, and at a line with the kerb-stone or edge of the footpath, at which the taking up or setting down is required.

19. The driver of every licensed vehicle shall be constantly attendant upon the same when standing, or whilst plying or engaged for hire.

20. Every licensed vehicle plying or engaged after sunset, shall be provided with a light on each side, and shall keep the same lighted until sunrise, if so long plying or engaged.

21. The owner of every licensed vehicle at the time of obtaining the license for the same, and every driver of any such vehicle at the time of registering his license, shall, without any charge, have a printed copy of this Part of these By-laws delivered to him, certified by the signature of the Council Clerk.

22. Such person or persons as may from time to time be in that behalf appointed by the Council, shall be Inspector or Inspectors during the pleasure of the said Council, of all licensed vehicles plying for hire within the Borough; and such Inspector or Inspectors shall, every three months, examine all such vehicles, and report to the By-law Committee, and shall at all times see that, as far as possible, these By-laws are duly observed.

23. For every offence against the provisions of this Part of these By-laws to which no specific penalty has been attached herein, the offender shall pay a penalty not exceeding ten pounds nor less than five shillings.

24. Whenever the word “vehicle” shall be used in this Part of these By-laws, the same shall be understood to apply to either an omnibus, car, hackney carriage, or cab; and an omnibus shall be meant to be a vehicle upon four wheels, drawn by one or more horses; and a car is a vehicle upon two wheels drawn by one horse, and for which omnibus licenses have been taken out; and a hackney carriage shall mean a vehicle upon four wheels, drawn by two or more horses; and a cab, a vehicle upon two wheels for which hackney carriage licenses have been taken out.

SCHEDULE A.

To the Municipal Council of Albury.

I residing in street, do hereby request that
a license may be granted to me to No. within
the Borough.

Dated 18 .

SCHEDULE B.

License.

This is to certify that is hereby licensed to
a certain within the Borough of Albury, from the date
hereof, to the 31st December next, subject nevertheless to all
and every the By-laws, Rules, and Regulations in force relating
thereto.

Given under the seal of the Borough Council of Albury
this 18 .

Mayor.

Council Clerk.

SCHEDULE C.

Table of Charges.

For every public vehicle plying for passengers—rate
per annum, payable half-yearly in advance ... £2

Passed by the Borough Council of Albury, this sixth day
of January, in the year of our Lord one thousand
eight hundred and seventy-five.

KENNETH McLENNAN,
Mayor.
SAMUEL MUDGE,
Council Clerk.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(MUNICIPAL DISTRICT OF DENILIKUIN—BY-LAWS.)

Presented to Parliament; pursuant to Act 31 Vict. No. 12, sec. 153.

Colonial Secretary's Office,
Sydney, 24th March, 1875.

MUNICIPAL DISTRICT OF DENILIKUIN.

BY-LAWS.

THE following By-laws, made by the Municipal Council of Deniliquin, for the regulation, &c., of the Deniliquin Horse and Cattle Market, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

MUNICIPAL DISTRICT OF DENILIKUIN.

PART V.

BY-LAW for the regulation of the Deniliquin Horse and Cattle Market, and for fixing the rates of dues to be charged therein.

WHEREAS by the Municipalities Act of 1867, section 153, it is among other things enacted, that the Council of any Municipality may make By-laws for regulating markets, market dues, fairs, and sales; and at section 179 of the said Act they are further empowered to establish tolls, rates, and dues upon any road, street, market, bridge, &c., and to make By-laws for their proper collection and management, as to such Council may seem fit: Be it therefore ordered and directed by the Council of the Municipal District of Deniliquin, from and after this By-law receiving the assent of His Excellency the Governor, as required by the provisions of the said Act:—

1. That the Council yards in South Deniliquin, known as the "Town Commons Yards," shall be hereafter designated the "Deniliquin Horse and Cattle Market," and shall be open for the sale (subject to the tolls, dues, and regulations hereinafter specified) of horses, mares, geldings, foals, asses, mules, oxen, cows, bulls, heifers, steers, calves, sheep, lambs, goats, and swine, on every lawful day, from sunrise to sunset, excepting Saturdays.

2. That the said horses, cattle, and other stock shall be sold or offered for sale only on payment of the dues set forth in the Schedule hereto attached, or such other dues as may hereafter from time to time be made and approved by the Municipal Council. The said dues to be payable to the Town Herdsman, or other officer duly appointed of the Council, by the auctioneer agent or other person who may sell at such sales.

3. That the said market shall be under the control of an officer of the Council's, whose duties shall be as follows:—

To see that the market regulations are duly observed; to inspect all animals intended for human food exposed for sale in the market, and to prohibit the sale of any animal in such market which he may consider unfit for human food.

To collect personally all tolls and dues, and to be individually responsible to the Council for the same.

To maintain generally the good order and regulations of the market.

4. That all persons attending or using the said market shall comply with the directions of the Cattle-market Inspector, given in accordance with this By-law, and shall not obstruct him in the execution of his duty; and shall not place any animal, matter, or thing so as to cause obstruction in the said market, or neglect to remove the same on being required to do so by the Inspector.

5. That no person shall sell or offer for sale in the said market any animal, except within the time herein specified.

6. That no person shall sell, or offer or expose for sale, or deliver as sold, without paying market dues, any horses, cattle, or other animals specified in this By-law, in any place within the Municipality of Deniliquin other than in the same proclaimed market, unless special permission be obtained from the Council; and if such permission be so obtained, the charges herein specified shall be paid to the Market Inspector in the same manner as if such sales were held in the said proclaimed market: Provided always that nothing herein contained shall be construed to prevent any person selling any horses, cattle, or other stock specified herein, at the owner's dwelling, house, or shop within the Municipal District of Deniliquin.

7. All persons requiring the use of the branding yard, either before or after sales of stock, shall pay for each head of stock branded in said yard one shilling.

8. That any person or persons committing, or causing to be committed, a breach of any of the provisions of this By-law, shall, on conviction before two or more Justices of the Peace, forfeit and pay a penalty not exceeding twenty pounds, together with and in addition to all costs of suit and proceedings therein.

THE SCHEDULE REFERRED TO.	s.	d.
For every horse, mare, gelding, foal, ass, or mule	1	0
For every head of neat cattle	1	0
For every calf under one year	0	6
For every pig	0	6
For every sheep, lamb, or goat	0	1

Passed by the Municipal Council of Deniliquin, the
26th day of October, 1874.

ALFRED W. FINCH NOYES.

Mayor.

JOSEPH WARING,
Council Clerk.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(MUNICIPAL DISTRICT OF LEICHHARDT—BY-LAWS.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 8th April, 1875.

MUNICIPAL DISTRICT OF LEICHHARDT.

BY-LAWS.

THE following By-laws, made by the Municipal Council of Leichhardt, repealing the existing and making fresh By-laws for that Municipal District, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

BY-LAWS FOR THE MUNICIPAL DISTRICT OF LEICHHARDT.

All the By-laws now in force are hereby repealed.

PART I.

1. If at any meeting of the Council the Mayor be absent at the expiration of fifteen minutes after the time appointed for holding such meeting, the Aldermen then present, if they be a quorum, shall proceed to elect from among themselves a Chairman of such meeting. Whenever there shall be an adjournment of any such meeting, for want of a quorum, the names of the members present shall be taken down, and shall be recorded in the minute book.

2. The following shall be the order of business at all meetings of the Council other than special meetings:—

- (1.) The minutes of the last preceding meeting to be read, corrected (if erroneous), and verified by the signature of the Mayor or other Chairman. No discussion to be permitted on such minutes, except as to whether they are correct.
- (2.) Petitions (if any) to be presented and dealt with.
- (3.) Correspondence to be read, and, if necessary, ordered upon.
- (4.) Reports from Committees and minutes from the Mayor (if any) to be presented and ordered upon.
- (5.) Questions as to any matters under the jurisdiction or within the official cognizance of the Council to be put and replied to, and statements as to any facts, matters, or circumstances requiring attention by the Council or any of its Committees or officers to be made.

(6.) Motions of which notice has been given to be dealt with in the order in which they stand on the business paper.

(7.) Orders of the day, to be disposed of as they stand on the business paper.

Provided that it shall be competent for the Council at any time, by resolution without notice, to entertain any particular motion, or to deal with any particular matter of business out of its regular order on the business paper, without any formal suspension of this section; and also in like manner to direct that any particular motion or matter of business shall have precedence at a future meeting.

3. At special meetings of the Council the business, after the minutes shall have been read and verified—which shall be done in the same manner as at an ordinary meeting—shall be taken in such order as the Mayor or the Aldermen, at whose instance such special meeting shall have been called, may have directed; and in default of such direction, in such order as the Aldermen present may determine.

4. The business paper for each special meeting shall contain only such matters as shall have been specially ordered to be entered thereon by the Mayor or Aldermen calling such meeting.

5. After the business paper shall have been made up as aforesaid, all the said notices of motion, requisitions, and directions, as to which entries have been made thereon, shall be the property of the Council, and shall not be withdrawn, altered, or amended, without leave having been first obtained from the Council for such withdrawal, alteration, or amendment.

6. No motion or amendment in Council shall be entertained until the same shall have been committed to writing, nor shall any such motion or amendment be discussed until it be seconded. Any number of amendments may be moved, but no second or subsequent amendments shall be taken into consideration until all previous ones are disposed of. If any amendment be carried, the question, as amended thereby, shall become itself the question before the Council. No discussion shall be permitted on any motion for adjournment of the Council, and if upon the question being put on any such motion, the same be negatived, the subject then under consideration, or the next in order on the business paper, or any other on such paper that may be allowed precedence, shall be discussed before any subsequent motion for adjournment shall be receivable.

7. Every requisition by an Alderman that any particular matter of business be brought before the Council, shall be regarded and treated as a notice of motion by such Alderman that such business be taken into consideration by the Council; and he shall be called upon in due order to move that such business be so considered, or to make any other motion which he may think fit in reference thereto which shall be consistent with the notice of such business and with good order. And if such Alderman be absent, or if being present and so called upon he shall make no such motion, then it shall be open to any other Alderman to make such motion. And when any such motion shall have been made, it shall be dealt with in precisely the same manner as if notice thereof had been given, subject however to any objection which may exist as to its not being in accordance with the notice actually given of such business or with good order. And if no motion shall be made in reference to such business, the entry relating thereto shall be struck from the business paper.

8. The orders of the day shall consist of any matters other than motions on notice which the Council shall at a previous meeting thereof have directed to be taken into consideration, or which the Mayor or any Committee of the Council shall have directed to be entered on the business paper for consideration.

9. Section 7 of this Part of these By-laws shall be considered applicable to orders of the day; and the Alderman who has the usual charge of or who has previously moved in reference to the particular business to which any such order of the day relates, shall be the person called upon to move: Provided that as to any order of the day entered as aforesaid by direction of the Mayor, such Mayor may arrange with any Alderman to move, and may, in such case, call upon the Alderman with whom he has so arranged.

10. It shall be incumbent on every Alderman presenting a petition to acquaint himself with the contents thereof, and to ascertain that it does not contain language disrespectful to the Council. The nature and prayer of every such petition shall be stated to the Council by the Alderman presenting the same. All petitions shall be received only as the petitions of the parties signing the same. No motion shall, unless as hereinafter provided, be permissible on the presentation of a petition, except that the same be received or that it be received and referred to one of the permanent Committees hereinafter mentioned, or that it be received and that its consideration stand an order of the day for some future meeting: Provided however, that if any Alderman shall have given due notice of a motion in reference to any petition, and such petition shall have been presented before such Alderman shall have been called upon to move such motion, the said motion shall, if otherwise unobjectionable, be considered in order.

11. The Mayor shall have the right of directing the attention of the Council to any matter or subject within its jurisdiction or official cognizance, by a minute in writing. Every such minute shall be written upon paper of the same kind and with the same margin as a report from a Committee, and shall be signed by such Mayor. And the consideration of such minute shall have precedence next after the reading of correspondence and order made thereon mentioned in By-law No. 2, Part I.

12. Every Alderman who shall make or second any motion, or shall propose or second any amendment, or shall take any part in any debate or discussion, or shall put or reply to any question, or shall make any statement, or shall in any other way or for any other purpose address observations to the Council, shall while so doing stand up in his customary place, unless he shall be prevented from so doing by reason of some bodily infirmity, and shall

address himself to the Mayor or other Chairman then presiding. Provided that in the case of a question, such question may, by permission of such Mayor or Chairman, be put directly to the Alderman or officer to be questioned, and may be replied to in like manner, but in every such case the question so put, and the answer thereto, shall be subject to every legal objection on the ground of disorder or irrelevancy. And all members of the Council shall on all occasions when in such Council address and speak of each other by their official designations as Mayor, Chairman, or Alderman, as the case may be, nor shall any Alderman be interrupted while thus speaking, unless for the purpose of calling him to order as hereinafter provided.

13. Every mover of an original motion shall have a right of general reply to all observations which may have been made in reference to such motion, and to any amendments moved thereon, as well as a right to speak upon every such amendment. Every Alderman other than the mover of such original motion shall have a right to speak once upon such motion and on every amendment thereon. No Alderman shall speak oftener than once upon any question other than a question of order, unless when misrepresented or misunderstood, in which case he shall be permitted to explain without adding any further observations than may be necessary for the purpose of such explanation. And no Alderman shall be allowed to speak at any one time longer than fifteen minutes. An Alderman who has moved any motion or amendment shall be considered to have spoken thereon, but an Alderman who shall have seconded any such motion or amendment without any further observation than that he seconded the same shall be at liberty to speak on such motion or amendment. No Alderman shall digress from the subject under discussion or shall make personal reflections on, nor impute improper motives to, any other Alderman.

14. A debate may be adjourned to a later hour of the day or to any other day specified, and the Alderman upon whose motion such debate shall have been so adjourned shall be entitled to pre-audience on the resumption of the same. If two or more Aldermen rise to speak at the same time the Mayor or Chairman shall decide which of such Aldermen shall be first heard.

15. Any Alderman may request the question or matter under discussion to be read or stated for his information, or may require the production of any records of the Council bearing upon such question or matter which are readily accessible: Provided however that no such request or requisition shall be so made as to interrupt any other Alderman when speaking, or materially to interrupt the discussion; also that if any such request or requisition shall appear to the Mayor or Chairman not to have been made *bonâ fide* it shall not be complied with.

16. The Mayor or Chairman shall not move or second any motion or amendment, nor put any question as provided for by section 2 of this Part of these By-laws, except as is further provided for by section 12 of the same; but such Mayor or Chairman shall have the same right as any other Alderman to speak once upon every such subject or amendment. The Mayor or Chairman shall rise when so speaking (unless prevented by some bodily infirmity from so doing) but shall be considered as still presiding.

17. A Call of the Council may be ordered by any resolution of which due notice shall have been given, for the consideration of any motion or matter of business before such Council. There shall, without any special order to that effect, be a Call of the Council for the consideration of every motion which may be made, and of every motion for the rescission of any resolution, order, or decision of such Council. The Call shall be made immediately before the motion or business for which such call has been ordered or is required to be made by the last preceding section shall be moved or considered. Such Call shall be made as follows: the Council Clerk shall call the names of all the members in their alphabetical order, each member present shall answer to his name as so called, and if any members are absent, a record shall be made of such absence; but if leave of absence to any such member shall have previously been granted, or if such an excuse in writing shall have been forwarded to the Mayor or Council Clerk as a majority of the Council then present shall consider satisfactory, such absent member shall stand excused, and a record shall be made of such excuse, and of the reasons for the same. Any member of the Council who, having had notice of such Call of the Council, shall not answer to his name as aforesaid, and shall not be legally excused as aforesaid, and shall fail to show that by reason of extreme illness, or any other suffi-

cient cause, he has been unable to send an excuse in writing as aforesaid, or who, having answered to his name as aforesaid, shall not be present when a vote is taken on the motion or business as to which such call has been made as aforesaid, shall, for every such offence, be liable to a penalty of not less than ten shillings nor more than five pounds: Provided that if the consideration of every such motion or matter of business be adjourned to a future day, there shall be a further call on the resumption of such consideration; and the provisions herein, as to penalties for absence, shall have reference to such further call; and if there shall be more than one adjournment, this proviso shall be taken to extend to the resumption of the consideration of such motion or matter of business after every such adjournment.

18. There shall be four Standing Committees, viz., a By-law Committee, a Committee for Works, a Finance Committee, and a Committee for General Purposes. The By-law Committee shall prepare for the consideration of the Council, drafts of all such By-laws as may be required for the good government of the Municipal District; they shall also watch over the administration of the By-laws, and of any Statute of which the operation has been or may be extended to the said Municipal District, and shall take such steps as may be necessary for the prevention or punishment of offences against such By-laws or Statutes, and for the preservation of public health, order, and decency. The Committee for Works shall have the general direction of all works ordered or sanctioned by the Council, and the general inspection of all streets, roads, ways, bridges, public reserves, and other public places under the care and management of the Council; they shall also inquire, and report from time to time, as to such improvements or repairs as they may think necessary, or as they may be directed by resolution of the Council to inquire and report upon. The Finance Committee shall examine and check all accounts, and shall watch generally over the collection and expenditure of the municipal revenues; they shall inquire and report, from time to time, as to all matters which they may consider to affect, or to be likely to affect, the finances of the Municipal District, and as to such matters or subjects of the like nature as they may be directed by resolution of the Council to inquire and report upon. The Committee for General Purposes shall take cognizance of every matter, subject, or question within the jurisdiction of the Council, not coming within the province of one or other of the before-mentioned Standing Committees; and shall from time to time inquire into and report upon any such subject, matter, or question as they may think necessary, or as they may be directed by resolution of the Council to inquire into and report upon.

19. Every Committee of which the Mayor shall not be a member shall elect a permanent Chairman of such Committee, within seven days after their appointment. The Council Clerk shall call a meeting of any Committee when requested so to do by the Chairman or any two members of such Committee. The Chairman of each Standing Committee shall make, or cause to be made, in a book to be kept by him for that purpose, memoranda of all the transactions of such Committee, which book he shall, on ceasing to be such Chairman, hand over to the Council Clerk, and by him to the succeeding Chairman.

20. With the exception of emergent matters hereinafter specially provided for, no work affecting the funds of the said Municipal District shall be undertaken until the probable expense thereof shall have been first ascertained by the Council. For emergent matters, and for necessary current expenses during the intervals which may elapse between the meetings of the Council, outlays to the following extent may be incurred:—1. By order of the Committee for Works, or of the Mayor and one member of such Committee, for repairs or emergent works to the extent of five pounds. 2. By order of the Mayor and any two Aldermen, or without the Mayor, of any four Aldermen, for any emergent purpose, to the extent of five pounds. 3. By order of the Mayor, for necessary current expenses, to the extent of two pounds: Provided that in every case a detailed report, in writing, of every such outlay, shall be laid before the Council at its next meeting,—such report to be signed by the Chairman of the Committee of Works, or the Mayor, or the Mayor and Aldermen, or the Aldermen without the Mayor, as the case may be, by whom such outlay shall have been authorized. Also, that such outlay shall only be permissible in reference to matters coming strictly within the jurisdiction or functions of the Council, and

that no outlay involving a disobedience or evasion of an order or resolution of such Council shall on any pretence be thus authorized.

21. All accounts and demands of money against or from the Council shall be examined and reported on by the Finance Committee, before any order shall be made for payments of such accounts or demands. No payment shall be so ordered unless there shall be a certificate or memorandum from the Committee, from the Mayor, or from the officer of the Council to whom the direction or guardianship of such expenditure properly belongs, showing that the demand is a legitimate one, and has been duly authorized or inquired into. It shall be the imperative duty of the Finance Committee to see that this requirement is fulfilled, or to report specially as to the reasons for its non-fulfilment, before recommending payment: Provided however, that such special report as last herein mentioned, may be embodied with the report by which payment of the amount in question is recommended: Provided also, that in cases of special expenditure under section 20 of this Part of these By-laws, the report directed by that section to be laid before the Council shall, if the outlay shall have been lawfully incurred, be deemed a sufficient certificate; and provided further, that in regard to salaries and wages of labour, for officers, servants, and labourers employed at fixed rates of payment by order of the Council, the certificate of the Mayor of the amount due to any such officer, servant, or labourer, and the order of such Mayor for payment of such amount, shall be a sufficient authorization for such payment; and such certificate, memoranda, and authorizations shall be attached respectively to the reports from the Finance Committee on the payments or outlays to which such certificates, memoranda, or authorizations have reference.

22. Any person destroying, defacing, or altering any record of the Council shall, for every such offence, be liable to a penalty of not less than five pounds nor more than fifty pounds.

23. All bonds given by officers or servants of the Council for the faithful performance of their duties shall be deposited with the attorney or the bankers of the Corporation as the Council may order, and no officer or servant of the Council shall be received as surety for any other such officer or servant.

24. The Council Clerk, in addition to the duties which by the Municipalities Act of 1867, or by the present or any other By-laws thereunder he may be required to perform, shall be the Clerk of all Revision Courts held in the Municipal district under the provisions of the said Municipalities Act. He shall also, under the direction of the Mayor, conduct all correspondence which may be necessary on the part of the Council. He shall likewise have charge of all the records of such Council, except such books or documents as may (as hereinafter provided), be entrusted to any other officer, and shall be responsible for the safe keeping of such records. He shall generally assist the Mayor in carrying out the orders of the Council and the duties of such Mayor.

25. The Treasurer shall have charge of such books of account and other records of the Council as the Council shall from time to time order to be kept by him, and shall be responsible for the safe keeping of the same; and any other officer of the Council may have other records committed to his charge by order of the Council; and in such case shall be responsible for the safe keeping thereof.

26. No leave of absence shall be granted to the Mayor or to any Alderman otherwise than by a resolution of the Council adopted after due notice.

27. Whenever it is decided that any work shall be executed, or any materials supplied, by contract, tenders for the execution of such work, or the supply of such materials shall be called for by public notice as hereinafter provided.

28. A draft of every intended By-law shall lie in the office of the Council for at least seven days before such draft shall be taken into consideration by such Council, and shall be open to the inspection of any ratepayer who may desire to inspect the same, and public notice shall be given as hereinafter provided that such draft is so lying for inspection.

29. Whenever a motion for the rescission of any order, resolution, or vote of the Council shall have been negatived, no other motion to the same effect shall be permissible until a period of three months shall have elapsed from the time of negativing such first-mentioned motion: Provided that nothing herein contained shall be held to

prohibit the reconsideration and amendment of any proposed By-law which may have been submitted to the Governor for confirmation, and may have been remitted to the Council with suggested amendments of the same, or the passage after due notice as hereinbefore provided, and in due course of law, of any By-law for the repeal or amendment of any other By-law.

30. Whenever the consideration of any motion or matter of business shall have been interrupted by reason of a quorum not having been present, the resumption of such consideration may be ordered by resolution of the Council, after due notice, and such consideration shall in such case be resumed at the point where it was so interrupted as aforesaid.

31. Any suits or informations for the enforcement of penalties for or in respect of breach of the Municipalities Act of 1867, or of any By-law made thereunder, or of any Statute, the operation of which may have been extended to the Municipal District, which may have been directed by the Council, or by the By-law Committee, or by the Mayor, to be commenced or laid, shall be so commenced or laid as follows, namely: When against a member of the Council, or an Auditor, or any officer of the Corporation, by the Council Clerk, unless such Council Clerk shall be the officer to be proceeded against, and in such case by any other officer named by the Council for that purpose; when against any other person, by the officer to whom the carrying out of the statutory provision or By-law imposing the penalty sought to be enforced has been entrusted; and if there shall be no such officer, then by any such officer or person as shall be appointed for that purpose by the Council or the By-law Committee, or the Mayor, as the case may be, on directing such suit or information as aforesaid; and no such suit shall be brought or information laid as aforesaid against any member of the Council or Auditor, except by order of such Council; nor shall any similar proceeding be taken against any officer of the Council except on the order of such Council or of the Mayor, nor against any other person, except upon the order of the Council, or of the Mayor, or of the By-law Committee. And no such suit shall be directed to be brought, nor shall any such information be directed to be laid as aforesaid, except upon an express resolution of the Council, in any case where the bringing of such suit, or the laying of such information will be adverse to any previous direction by such Council, or where on the trial or hearing of any such suit or information the same shall have been dismissed on the merits. Provided that in any case the conduct or prosecution of any such suit or information may on the order of the Council be entrusted to an attorney.

32. In all cases where public notice is or shall be required to be given by any By-law of any appointment, resolution, act, order, or regulation done, made, or passed, or proposed to be made, done, or passed by the Council or by any Committee thereof, or by the Mayor or any officer of the said Council, such notice shall be given and published by posting the same on or near the outer door of the Council Chambers for the space of seven days, and by advertising the same once in some newspaper circulating in the said Municipal District.

33. All persons liable to pay any rates shall pay the amounts thereof within the time prescribed by the "Municipalities Act of 1867" into the office of the Council Clerk, during office hours. And it shall be the duty of the Council Clerk to furnish the Mayor with a list of the names of all persons whose rates are unpaid at the expiration of the times fixed for the payment of the same. And it shall be the duty of the Mayor to issue distress warrants against all such persons, and to cause such warrants to be enforced, or to cause such defaulters to be sued for the amount of such rates in a Court of competent jurisdiction.

PART II.

1. The Council may from time to time appoint a Bailiff to the said Municipal District, and such Bailiff before entering on the duties of his office shall enter into a bond for the faithful performance of his duty—himself in the sum of fifty pounds and two sureties in the sum of twenty-five pounds each, such sureties to be approved of by the Mayor. All distresses for rates in arrear in respect of any premises shall be made by the Bailiff for the time being on the goods and chattels on the said premises while in the occupation of the person on whom the notice of assessment and rate was served, under warrant, in the form of Schedule A hereto, under the hand of the Mayor

or any Alderman who may for the time being be duly authorized to perform the duties of that office. If the sum for which any such distress shall have been made shall not be paid, with costs, as hereinafter provided, on or before the expiration of five days, the Bailiff shall sell the goods so distrained, or a sufficient portion thereof, in the manner pointed out by the Act 15 Vic. No. 11, and shall pay over the surplus (if any) that may remain, after deducting the amount of the sum distrained for and costs as hereinafter provided, to the owner of the goods so sold, on demand of such surplus by such owner. The inventory on making every such distress shall be in the form set forth in the Schedule B. And the person distraining and the person distrained on shall respectively be entitled to the like advantages as are conferred on either by the said Act: Provided nevertheless that the fees chargeable and recoverable shall be those set forth in the Schedule C. And the Bailiff shall hand over to the Council Clerk all proceeds of every such distress within forty-eight hours after having received the same, less the costs and charges in said Schedule C.

SCHEDULE A.

Warrant of Distress.

I, _____, of the Municipal District of Leichhardt, do hereby authorize you, _____, the Bailiff of the said Municipal District, to distrain the goods and chattels in the dwelling-house (or in and upon the land and premises) in the occupation of _____, situate at _____, for being the amount of rates due to the said Municipal District to the _____ day of _____ for the said dwelling-house (or land or premises as the case may be), and to proceed thereon for the recovery of the said rates according to law.

Dated this _____ day of _____, 18 _____.

SCHEDULE B.

Inventory.

I have this day, in virtue of the warrant under the hand of the _____ of the Municipal District of Leichhardt, dated _____, distrained the following goods and chattels in the dwelling-house (or in and upon the land and premises) in the occupation of _____, situate at _____, within the said Municipal District, for _____, being the amount of rates due to the said Municipal District to the _____ day of _____ 18 _____.

List of Goods and Chattels distrained on:

Dated this _____ day of _____, 18 _____.

SCHEDULE C.

Costs.

	s.	d.
For every warrant of distress	2	0
For serving every warrant and making levy where the same is not more than £20...	2	0
Above that sum in addition for every £10...	1	0
For making and furnishing copy of inventory	2	0
For man in possession each day or part of a day...	5	0
For sale, commission, and delivery of goods per pound, on proceeds of the sale...	1	0

PART III.

1. No new public road, street, lane, way, park, or other place less than forty feet in width proposed to be dedicated to the public, shall be taken under the charge and management of the Council until after such road, street, lane, way, or park shall have been examined by the Committee for Works and reported upon to the Council by such Committee.

2. Whenever any proprietor or proprietors of land within the said Municipal District shall open any road, street, or way, or lay out any park or other place for public use or recreation through or upon such land, and shall be desirous that the Council shall undertake the care and management of such road, street, way, park, or other place, he or they shall furnish the Council with a plan or plans, signed by himself or themselves, showing clearly the position and extent of such road, street, way, park, or other place as aforesaid.

3. If the Council shall determine to take charge of any such roadway or other place as aforesaid, the plan or plans so signed as aforesaid shall be preserved as a record or records of the Council; and the proprietor or proprietors aforesaid shall execute such further instrument dedicating such road, way, park, or other place to public use or recreation as aforesaid as may be considered necessary by the Committee for General Purposes, and such further instrument of dedication shall also be preserved as a record of the Council.

4. In all cases where access is necessary from a street or road to any yard, private way, lane, or premises, the person or persons requiring and using the same shall form and maintain at his or their own cost a crossing over the footpath through the full depth thereof, to be formed and constructed as the Council or their Surveyor shall direct, under a penalty not exceeding twenty pounds nor less than ten shillings: Provided in all cases where the Council shall consider crossings necessary, and the person or persons interested shall fail to make application for the construction thereof, the Council shall have power to form any such crossings.

5. The Committee for Works, or any officer or person acting under the supervision of such Committee, shall, subject to such orders as shall from time to time be made by the Council in that behalf, fix and lay out the levels of all public roads, streets, and ways within the Municipal District, and the carriage and foot ways thereof; and it shall be the duty of such Committee, officer, or person, to place posts at the corners or intersections of any such public roads and streets, and of the carriage-ways and foot-ways of such roads and streets, wherever the same may be considered necessary or desirable by the Council: Provided that there shall be no change of level in any such public road, street, or way until the same shall have been submitted to and adopted by the Council as hereinafter directed.

6. Whenever it may be deemed necessary to alter the level of any such public road, street, or way as aforesaid, the Committee for Works shall cause a plan and section showing the proposed cuttings, to be exhibited at the Council Chamber for fourteen days, for the information and inspection of ratepayers, and shall notify by advertisement in some newspaper circulating in the Municipal District that such plan is so open for inspection. At a subsequent meeting of the Council the said plan and section shall, if adopted, be signed by the Chairman of such meeting, and countersigned by the Council Clerk; and such plan and section so signed and countersigned shall be a record of the Council.

7. Any person who shall form, dig, or open any drain or sewer, or remove or cause to be removed any turf, clay, sand, soil, gravel, stone, or other material, in or from any part of the carriage or foot way of any road or street or other public place within the said Municipal District, without leave first had and obtained from the Council, or who shall wantonly break up or otherwise damage any such carriage or foot way, shall on conviction forfeit and pay for every such offence any sum not exceeding five pounds nor less than one pound.

8. Any person or persons who shall dig, or make or cause to be dug or made any hole or excavation, or leave or cause to be left any hole or excavation, or any unenclosed or insufficiently enclosed land adjoining or near to any street or public place within the said Municipal District, for any purpose whatsoever, and shall not forthwith enclose, and keep the same enclosed in a good and sufficient manner, to the satisfaction of the Committee for Works of the said Municipal District, or shall keep up, or cause to be kept up and continued any enclosure upon any public street, thoroughfare, or other public place for any time which, in the opinion of the said Committee, shall be longer than is absolutely necessary,—or shall not place lights upon each side of any such enclosure, and keep the same constantly burning from sunset to sunrise during the continuance of any such enclosure, shall forfeit and pay for every such refusal or neglect any sum not being less than forty shillings nor exceeding five pounds. If any person or persons shall fence across, or fence in, or in any way obstruct any public street, or road, thoroughfare, or highway, within the said Municipal District, such person or persons so offending shall upon conviction forfeit and pay a sum not exceeding five pounds nor less than two pounds for every such offence.

9. The Committee for Works, or any officer or person acting under the authority of such Committee, may at any time cause the traffic of any street, lane, or thoroughfare, or any portion thereof, to be stopped for the purpose

of repairing the same, or for any necessary purpose; and any person offending against this By-law, either by travelling along such street, lane, or thoroughfare, or such portion thereof, or by removing or destroying any obstruction that may be placed thereon for the purpose of suspending the traffic, shall forfeit and pay a penalty of any sum not exceeding five pounds for every such offence, and not less than two pounds.

10. Any person who shall haul, or draw, or cause to be hauled or drawn upon any part of any street or public place within the said Municipal District, any timber, stone, or other thing, otherwise than upon wheeled vehicles or barrows, or shall suffer any timber, stone, or other thing which shall be carried principally or in part upon any wheeled vehicle or barrow, to drag or trail upon any part of such street or public place, to the injury thereof, or to hang over any part of any such vehicle or barrow, so as to occupy or obstruct the street beyond the breadth of the said vehicle or barrow, shall upon conviction forfeit and pay for every such offence a sum of not more than forty shillings nor less than five shillings.

11. Any person who shall throw, cast, or lay, or shall cause, permit, or suffer to be thrown, cast, or laid, or to remain any ashes, rubbish, offal, dung, soil, dead animal, blood, or other filth or annoyance, or any matter or thing, in or upon the carriage-way or foot-way of any street or other public place in the said Municipal District, or shall kill, slaughter, dress, scald, or cut up any beast, swine, calf, sheep, lamb, or other animal, in or so near to any such street or other public place, as that any blood or filth shall run or flow upon or over, or be on any or either of any such carriage or foot-way,—or shall run, roll, drive, draw, or place or cause, permit, or suffer to be run, rolled, driven, drawn, or placed upon any of the said footways of any such street or public place, any waggon, cart, dray, sledge, or other carriage, or any wheel-barrow, hand-barrow, or truck, or any hogshead, cask, or barrel, or shall wilfully lead, drive, or ride, any horse, ass, mule, or other beast, upon any such footway, shall upon conviction forfeit and pay, for the first offence, a sum not exceeding forty shillings, nor less than five shillings, for the second offence a sum not exceeding five pounds nor less than ten shillings; and for the third and every subsequent offence, a sum not exceeding ten pounds nor less than one pound for each such offence.

12. Any person who shall set, or place, or cause, or permit to be set or placed any stall-board, chopping-block, show-board (on hinges or otherwise) basket-wares, merchandise, casks, or goods of any kind whatsoever, or shall hoop, place, wash, or cleanse, or shall cause to be hooped, placed, washed, or cleansed, any pipe, barrel, cask, or vessel, in or upon, or over any carriage or footway, in any street or public place within the said Municipal District, or shall set out, lay, or place, or shall cause or procure, permit, or suffer to be set out, laid, or placed, any coach, cart, wain, waggon, dray, wheel-barrow, hand-barrow, sledge, truck, or other carriage, upon any such carriage-way, except for the necessary time of loading or unloading such cart, wain, waggon, dray, sledge, truck, or other carriage, or taking up or setting down any fare, or waiting for passengers when actually hired, or harnessing or unharnessing the horses or other animals from such coach, cart, wain, waggon, dray, sledge, truck, or other carriage,—or if any person shall set on, place, or cause to be set or placed in or upon or over any such carriage or foot way, any timber, stones, bricks, lime, or other materials or things for building whatsoever (unless the same shall be enclosed as herein directed), or any other matters or things whatsoever,—or shall hang out or expose, or shall cause or permit to be hung out or exposed, any meat or offal, or other thing or matter whatsoever, from any house or other building over any part of any such foot-way or carriage-way, or over any area of any house or other building or premises, or any other matter or thing, from and on the outside of the front or any other part of any house or other building or premises over or next unto any such street or public place, and shall not immediately remove all or any such matters or things, being thereto required by the Inspector of Nuisances or other officer appointed by the said Council,—or if any person who, having in pursuance of any such requisition as aforesaid, removed or caused to be removed any such stall-board, show-board, chopping-block, basket-wares, merchandise, casks, goods, coach, cart, wain, waggon, dray, wheel-barrow, hand-barrow, sledge, truck, carriage, timber, stones, bricks, lime, meat, offal, or other matters or things, shall at any time thereafter again set, lay, or place, expose, or put out, or cause, procure, permit, or

suffer to be set, laid, placed, exposed, or put out, the same or any of them, or any other stall-board, show-board, chopping-block, basket-wares, merchandise, goods, timber, stones, bricks, lime, coach, cart, wain, waggon, dray, truck, wheel-barrow, hand-barrow, sledge, meat, offal, or other things or matter whatsoever (save and except as aforesaid), in, upon, or over any such carriage or foot way of or next unto any such street or public place as aforesaid, shall, upon conviction, for every such offence forfeit and pay—for the first offence a sum not exceeding forty shillings nor less than five shillings, for the second offence a sum not exceeding five pounds nor less than ten shillings, and for a third and every subsequent offence a sum not exceeding ten pounds nor less than one pound: Provided that nothing herein contained shall be deemed to prevent any person from placing an awning in front of his or her shop or house in such manner as that such awning shall be at least seven feet above the height of the footway, and that the posts be placed close to the kerbstone or outer edge of such footway.

13. Any person or persons who shall drive, or cause to be driven, any cart or other carriage, with any offal, slaughter-house refuse, night-soil, or ammoniacal liquor therein, through or in any street or public place within the said Municipal District, between the hours of 5 o'clock in the morning and 10 o'clock at night, or shall fill any cart or other carriage so as to turn over or cast any offal, slaughter-house refuse, night-soil, ammoniacal liquor, slop, mire, or channel dirt, or filth, in or upon any such street or public place, or shall deposit offal, slaughter-house refuse, night-soil, ammoniacal liquor or other offensive matter, nearer to any street, road, or dwelling-house than shall be directed by the said Council, or by the Inspector of Nuisances or other officer appointed by the said Council, or shall remove slaughter-house refuse, night-soil, or other offensive matter, otherwise than in properly covered and water-tight carts or other vehicles, or shall cause any vehicle used for this purpose to stand on any premises nearer to any road, street, or dwelling-house than shall be directed by the said Council or the said Inspector of Nuisances or other officer appointed by the said Council, shall for every such offence forfeit and pay any sum not exceeding five pounds nor less than one pound.

14. Any person who shall ride or drive furiously, so as to endanger the life or lives of any person or persons within any of the streets, roads, or ways of the said Municipal District, or shall break in any horse, or shall drive any carriage for the purpose of breaking in such horse or horses to the danger of the passengers in any street, road, or way within the said Municipal District, shall, for every such offence, pay any sum not exceeding ten pounds nor less than two pounds.

15. Any person or persons driving cattle, excepting working bullocks, milch cows, or horses, on any road, street, or public place within the boundaries of the said Municipal District, unless between the hours of ten o'clock at night and eight o'clock in the morning, shall, on conviction, forfeit and pay any sum not exceeding five pounds nor less than forty shillings for every such offence.

16. Any person or persons drafting cattle upon any road, street, or public place within the boundaries of the said Municipal District shall, upon conviction, be fined in any sum not exceeding five pounds nor less than two pounds.

17. No person shall blast or cause to be blasted any stone or rock within one hundred yards of any public street or road in the said Municipal District, without the permission of the said Council or Council Clerk, or other person appointed by the Council for that purpose. And any person contravening this By-law shall, on conviction, forfeit and pay a sum not exceeding five pounds nor less than two pounds.

18. Any person who shall wantonly or maliciously break or injure any lamp or lamp-post, or extinguish any lamp set up for public convenience in the said Municipal District, shall forfeit and pay for every such offence any sum not less than two pounds nor more than five pounds.

19. Any person who shall damage any public building, toll-gate, toll-bar, toll-board, wall, parapet, fence, sluice, bridge, culvert, sewer, watercourse, or other public property within the said Municipal District, shall forfeit and pay a sum not exceeding ten pounds nor less than two pounds.

20. Any person who shall wilfully, and without the authority of the Council, cut, break, bark, root up, or otherwise destroy or damage, the whole, or any part of any tree, sapling, shrub, or underwood growing in or

upon any street or place under the management of the Council, shall forfeit any sum not exceeding ten pounds nor less than one pound.

21. Any person who shall cast any filth, rubbish, or any dead animal, or any animal with intent of drowning, into any public watercourse, sewer, waterhole, river, creek, or canal, or who shall suffer slops, suds, or filth of any kind, to flow from his or her premises over any of the footways or streets of the Municipal District, or shall permit or cause, by means of pipes, shoots, channels, or other contrivances, filth of any kind whatsoever to flow into any public watercourse, waterhole, river, creek, or canal, or shall obstruct or divert from its channel any sewer or watercourse, river, creek, or canal, shall forfeit any sum not exceeding five pounds nor less than one pound.

22. If any animal shall die in any part of the said Municipal District, and the owner of such animal, or the occupier of the place, if private property, where such animal shall have died, shall not immediately cause such animal to be destroyed by fire, or so effectually removed and disposed of that no nuisance can possibly result therefrom, in any part of the said Municipal District, he shall, for every such offence, forfeit and pay any sum not exceeding fifty pounds nor less than ten pounds.

23. If any animal shall die on any road, street, or public place within the said Municipal District, or within half a mile of any road, street, or public place, or of any dwelling-house, and the owner of such animal, or occupier of the place, if private property, where such animal shall have died, shall not immediately cause such animal to be effectually removed and disposed of as aforesaid, or destroyed as aforesaid, on the spot where it shall have died if a quarter of a mile from any dwelling-house, or, if such spot shall not be a quarter of a mile from any dwelling-house, if such owner or occupier shall not immediately cause such animal to be effectually disposed of as aforesaid, or to be removed to some place not less than a quarter of a mile from any dwelling-house, and there destroyed as aforesaid, every such owner or occupier shall for every such offence forfeit and pay any sum not exceeding ten pounds nor less than two pounds.

24. The Inspector of Nuisances, or other officer appointed by the said Council of the said Municipal District, with his assistant, may at any hour enter upon any premises or place within the said Municipal District where any animal has died, and require the owner or occupier of such premises or place immediately to destroy such animal by fire, and if necessary, to remove the same for that purpose as such Inspector of Nuisances or other officer appointed by the said Council shall direct or otherwise, forthwith effectually to remove and dispose of the same as aforesaid, in default of which it shall be lawful for any one or more of such officers to cause such animal to be removed for such purpose; and every owner or occupier of such premises or place failing, neglecting, or refusing to comply with such requisition shall forfeit and pay any sum not exceeding thirty pounds nor less than three pounds.

25. If any animal shall die in any public street or place within the said Municipal District, and the owner or any person having charge of such animal cannot at the time be found or ascertained, it shall be immediately removed by the Inspector of Nuisances or other officer appointed by the said Council, and destroyed in manner aforesaid at the cost of the said Municipal District.

26. Any person who shall breed or keep any kind of swine in any house, building, yard, garden or other place, situate and being within forty yards of any street or public place in the said Municipal District, or shall suffer any kind of swine or any horse, ass, mule, sheep, goat, or any other animal of like nature belonging to him or her, or under his or her charge, to stray or go about, or to be tethered or depastured in any such street or public place, shall, on conviction, forfeit and pay a sum not exceeding forty shillings nor less than five shillings for each and every animal so bred, kept, suffered to stray or go about, or to be tethered or depastured in any such street or public place as aforesaid: Provided that if, after due inquiry shall have been made, the owner thereof cannot be discovered, it shall be lawful for the said Council to cause to be destroyed any swine or goats so straying, tethered, or depastured.

27. The Inspector of Nuisances or any other person duly authorized by the said Council, shall have the power to impound in the public pound of the said Municipal District all animals of every description found straying within the said Municipal District.

28. Any owner or occupier of any house or place within the said Municipal District who shall neglect to keep clean all private avenues, passages, yards, and ways within the said premises, so as by such neglect to cause a nuisance by offensive smell or otherwise, shall, on conviction, forfeit and pay a sum not exceeding forty shillings nor less than ten shillings for every such offence. And the Inspector of Nuisances, or any other officer appointed by the said Council, may, when and as often as he shall see occasion, visit and inspect the butchers' shambles, slaughter-houses, tanneries, boiling-down and fellmongering establishments in the said Municipal District.

29. Upon the complaint of any householder that the house, premises, yards, closets, or drains of the neighbouring or adjoining premises are a nuisance or offensive, the Inspector of Nuisances, or any other officer appointed by the said Council, shall make an inspection of the premises complained of. And the officer of the said Council shall have full power, without any other authority than this By-law, to go upon such premises for the aforesaid purpose. And any person who shall personally, or by any person in his employment or under his control, suffer any waste or stagnant water, or any muck, filth, soil, or other offensive matter to remain in any cellar or place within any dwelling-house or premises within the said Municipal District for the space of twenty-four hours after written notice to him from the Inspector of Nuisances, or other officer of the Council, to remove the same, or shall in like manner suffer the contents of any water-closet, privy, or cesspool, to overflow or soak therefrom, shall, for every such offence, forfeit and pay a sum not exceeding two pounds nor less than five shillings, and the like sum for every day that the same shall remain after such notice, and the Council may remove or abate the nuisance.

30. Every person who in any street or other public place or passage, within the said Municipal District, to the obstruction, annoyance, or danger of the residents or passengers, shall commit any of the following offences, shall, on conviction for any and every such offence, forfeit and pay a penalty of not more than two pounds nor less than ten shillings:—

Every person who shall carry or convey, or cause to be carried or conveyed, in any street or public place, the carcass, or any part of the carcass of any newly slaughtered animal, without sufficient and proper cloth covering the same for the concealment from public view, or shall hawk or carry about butcher's meat for sale without covering the same as aforesaid.

Every blacksmith, whitesmith, anchorsmith, nail-maker, metal-founder, limeburner, brickmaker, potter, or other person using a forge, furnace, or kiln, and having a door, window, or aperture fronting or opening into or towards any street, lane, or passage, and not enclosing such door, or not fastening the shutters or other fastenings of such window, and closing such aperture, or placing a screen before the same every evening within one hour after sunset, so as effectually to prevent the light from showing through the doorway, window, or aperture next or upon such street, lane, or passage.

Every person who shall within the distance of one hundred yards from any dwelling-house, burn any rags, bones, cork, or other offensive substance, to the annoyance of any inhabitant.

Every person who shall carry goods, tools, implements, ladders, scaffolding, or any frame, to the annoyance of any person, upon the footway of any street or other public footway.

Every person driving any cart, waggon, dray, coach, hackney-carriage, omnibus, gig, or any other carriage whatsoever, who shall not keep to the near or left-hand side of such street, road, thoroughfare, or public place or passage, except when passing any other carriage or vehicle which is stationary or going in the same direction, or shall in any manner wilfully prevent any other person from passing him, or any carriage under his care, upon such street, road, thoroughfare, or public place or passage or by negligence or misbehaviour, prevent, injure, or interrupt the free passage of any carriage or person in or upon the same, and every person having the care or charge of any cart, waggon, dray, wain, or van, which shall be drawn by two or more horses or other beasts, who shall ride on the same without sufficient reins to guide the animals drawing the same.

Every person driving, or having the care or charge of any wain, waggon, van, cart, or dray, which shall be drawn by any horse or other animal, and driven or guided by reins, who shall wilfully allow the horse or other animal drawing the same to proceed out of a walking pace.

The owner of every such wain, waggon, van, cart, dray, as last above-mentioned, who shall allow the same to be driven through the said Municipal District without having his name and place of abode painted in full length on the off side, legibly, at least two inches high and proportionably broad, in white letters on a black ground.

The driver or person in charge of any such cart as aforesaid, who shall refuse to give his and the owner's name and address, or shall give a false or fictitious name of himself, or the owner, or of the place of abode of either of them.

Every person who shall paste or otherwise affix any placard or other paper, upon any wall, house, building, fence, or enclosure, or who shall chalk or paint, or in any other manner mark or disfigure such wall, house, building, fence, or enclosure, unless with the consent of the owner thereof.

31. Any person who shall bathe near to or within view of any inhabited house, or of any public wharf, quay, bridge, street, road, or other place of public resort, within the limits of the said Municipal District, between the hours of six o'clock in the morning and eight o'clock in the evening, shall, on conviction, forfeit and pay a sum not exceeding one pound nor less than five shillings, for every such offence.

32. Any person who shall offend against decency by exposure of his or her person in any street or public place within the said Municipal District, or in the view thereof, shall, on conviction, forfeit and pay for every such offence a sum not exceeding ten pounds nor less than five pounds.

33. Upon representation of any respectable ratepayer, that any house or premises within the said Municipal District, and near to the residence of such ratepayer is of ill-fame, it shall be lawful for the By-law Committee to cause the residents of such house or premises to furnish to the Council a list of names, ages, sexes, and occupations of all the inmates of the said house or premises; and upon non-compliance with such request, or if upon consideration the said Committee consider the house to be one of ill-fame, they shall, with the sanction of the Council, declare the same to be a nuisance, and shall cause a notice in writing to be served upon the holder of such house or premises, or any person residing or being therein, to discontinue or abate the said nuisance within forty-eight hours after the receipt of such notice. And if such nuisance be not so abated, the holder of such house or premises, or other person residing or being therein, and acting as such holder, shall be liable to be proceeded against for such nuisance, and shall, on conviction thereof, forfeit and pay any sum not less than two pounds nor more than twenty pounds; and if such nuisance shall not be abated within forty-eight hours after such conviction, such holder of such house, or such other person residing or being therein as aforesaid, shall forfeit and pay for such second offence a sum of not less than five pounds nor more than fifty pounds; and if a further period of forty-eight hours shall elapse after such second conviction without the abatement of such nuisance, such holder of such house, or other person residing or being therein as aforesaid, shall for such third offence forfeit and pay any sum not less than ten pounds nor more than fifty pounds.

34. No person or persons shall open any new cemetery or burial-ground within a distance of one hundred yards from any existing cemetery or burial-ground within the said Municipal District.

35. Every grave or vault shall be of the depth of seven feet at the least, and not less than seven feet distant from any other grave or vault, and not more than two adults shall be interred in one grave within the said Municipal District.

36. No body shall be interred within the distance of one hundred feet from any public building, place of public worship, schoolroom, dwelling-house, public pathway, road, or place whatsoever within the said Municipal District.

37. No interments shall take place before the hour of 8 a.m., nor after the hour of 5 p.m., within the said Municipal District.

38. Every person who shall knowingly officiate at any interment which takes place contrary to the provisions of those By-laws, or otherwise commit a breach of any of them, shall for a first offence be liable to a penalty not exceeding fifty pounds nor less than five pounds, and for every subsequent offence to a penalty not exceeding the first-mentioned amount nor less than ten pounds.

39. No person shall carry on any noisome or offensive trade within the said Municipal District, so as to injure or be a nuisance, as hereinafter stated, to the inhabitants thereof.

40. Any manufacture, trade, calling, or operation, in the conducting, following, or carrying on of which, or in consequence of, or in connection therewith, or from the premises where the same is conducted, followed, or carried on, any gas, vapour, or effluvia, or any large quantities of smoke shall be evolved or discharged, which gas, vapour, effluvia, or smoke shall be calculated to injure animal or vegetable life, or in any other way to injure or be a nuisance to the inhabitants of the said Municipal District, shall be considered a "noisome and offensive trade" within the meaning of these By-laws; and, generally, anything that by definition of law can be held or construed to be a nuisance within the meaning of the Municipalities Act of 1867, or otherwise according to the principles of the Common Law on which the Municipal Law is based, shall be deemed a nuisance; and it shall be in the power of the Council to cause inquiry to be made, and the Inspector of Nuisances, or other officer appointed by the Council for that purpose, may take legal proceedings for the abatement of the same, and the party or parties offending therein shall be liable to a penalty of not exceeding two pounds nor less than five shillings for every such offence.

PART IV.

1. No person shall be permitted to erect any house, shop, or other building, in any street, lane, or place within the said Municipal District, without first serving fourteen days' notice in writing on the Mayor or Council Clerk before commencing the same, stating his intention, and describing the proposed situation of the building or erection; and every owner of, and every contractor for, such house, shop, or other building, or any part thereof, commencing to build or work thereon without such notice having been given, shall forfeit and pay for every such offence a sum not exceeding pounds, nor less than

2. It shall not be lawful for any person to carry, by means of pipes, gutters, or other contrivances, any rain water from the roof of his or her premises or house upon any of the footways of any street or public place within the said Municipal District, and any owner or occupier of any such house or premises who shall neglect or refuse to remedy or remove any such pipes, gutters, or contrivances, when required to do so by any officer of the said Council, shall on conviction forfeit and pay any sum not exceeding two pounds nor less than five shillings: Provided that the owner or occupier of any such house or premises may convey any such rain water by means of pipes laid under the surface of any such footways into the gutters adjoining the same, subject to the approval of the Improvement Committee.

3. It shall not be lawful for any person without notice to the Council, or otherwise than according to such plans and directions as such Council may make and give, to make or branch any private drain or sewer into any of the public drains or sewers or into any drain or sewer communicating therewith; and in case any person or persons shall make or branch any private drain or sewer into any of the said drains or sewers, or into any drain or sewer communicating, or to communicate therewith without such notice, or otherwise than as aforesaid, every person so offending shall, for every such offence, forfeit and pay any sum not exceeding fifty pounds nor less than two pounds.

4. All drains or sewers communicating with any public drain or sewer shall from time to time be repaired and cleansed, under the inspection and direction of the Council, at the costs and charges of the occupiers of the houses, buildings, lands, and premises to which the said private sewers or drains shall respectively belong; and in case any person shall neglect to repair and cleanse or cause any such private drain or sewer to be repaired and cleansed according to the direction of the said Council, he or she shall forfeit and pay for every such offence any sum not exceeding five pounds nor less than one pound.

5. Every owner or occupier of land in, adjoining to, or near any street, if such land shall be so situated that surface or storm water from or upon the same shall overflow, or shall tend naturally, if not otherwise discharged, to overflow any footway of such street shall, within seven days next after the service of notice by the Council for that purpose, construct and lay from such point upon such land being near to the footway as shall be specified in such notice by plan appended or otherwise, and higher in level than the bottom of the channel at the outer edge of the footway to the said channel, and through, under, and transversely to the footway, and keep in good condition, a good and sufficient covered drain or trunk, subject to the inspection of the Council or its proper officers; and in default of compliance with any such notice within the period aforesaid, or with the provisions of this section, such owner or occupier shall forfeit and pay a sum not exceeding five pounds nor less than forty shillings. And if within seven days after such conviction such owner or occupier shall still have failed to comply with such notice, or be otherwise in default as aforesaid, he or she shall forfeit and pay any sum not less than one pound nor more than ten pounds, and for every further such offence he shall forfeit and pay any sum not less than two pounds nor more than twenty pounds. And every such owner or occupier who shall still have made default as aforesaid, for more than seven days after such second or any future conviction shall be held guilty of a further offence within the meaning of this section.

6. Any occupier of premises within the boundaries of the said Municipal District who shall, after the thirty-first day of March next, keep or allow to remain any dog upon such premises for a period of fourteen days without causing a description of every such dog so kept to be registered, and such registration to be renewed from year to year in manner hereinafter mentioned, shall forfeit and pay for every such dog a penalty or sum of not less than ten shillings nor more than twenty shillings: Provided always that nothing herein contained shall be deemed to require the registration of any dog under the age of six months, or which shall not have been kept as aforesaid for a period of fourteen days, the proof of which shall be upon the owner or keeper of such dog.

7. Every such registration shall be made by the occupier of the premises on which such dog shall then be, or by the owner or keeper of any such dog, or by some person duly authorized in that behalf, delivering at the Council Chambers of the said Municipal District a description of such dog, embracing the several particulars contained in the form in the Schedule to these By-laws annexed, marked with the letter D, with a declaration thereunder written to the truth thereof, under the hand of the person making such registration; and every such registration shall be deemed to be in force from the day upon which the same shall be so made until the thirty-first day of March then next ensuing, and no longer, and shall be by every such occupier or owner, or keeper, or person duly authorized as aforesaid, renewed from year to year, so long as any such dog shall continue to be kept within the boundaries of the said Municipal District.

8. If any person shall wilfully insert or omit, or wilfully cause or permit to be inserted or omitted in any such description any matter or thing whatsoever, contrary to, or for the purpose of concealing the truth, he shall forfeit and pay a penalty or sum of not less than ten nor more than twenty shillings.

9. In any proceedings under these By-laws it shall not be necessary for the informant to establish the fact of non-registration, but the proof of due registration shall be on the defendant, and for that purpose a certified copy of such registration, under the hand of the Council Clerk of the said Municipal District where the same was made shall be equivalent to the production of the original; and for each certified copy furnished by such Council Clerk, the fee of sixpence shall be paid by the person requiring the same and no more, unless such copy shall have been applied for at the time of registration, in which case the same shall be delivered without any fee whatever.

10. The Council Clerk of the said Municipal District shall keep in some convenient part of his office, during office hours, for public inspection, a correct list, arranged in alphabetical order, of the names of all persons who shall have registered any dog during the current year, and showing the numbers registered by each; and any person applying for the particulars of any dog so registered, and of the name of the owner or keeper thereof, shall be entitled to receive the same on payment of a fee of sixpence.

11. If any dog, whether registered or not, shall after the said thirty-first day of March next, be found at large in any part of the said Municipal District, without being under the immediate custody, protection, or control of some competent person, or unless such dog shall have a collar round its neck, with the name and address of its owner legibly engraven thereon, or if a mastiff or bulldog, or a mongrel of either of the same, unless it shall have in addition to such collar a muzzle securely fixed upon the mouth of every such dog, so as to prevent the same from biting or injuring any person or property, any such dog so found at large contrary to the provisions of these By-laws shall be liable to be immediately killed or destroyed by any person duly authorized by the Council in that behalf.

12. If any dog shall, in any street or highway of the said Municipal District, rush at or attack any person, or horse or bullock, whereby the life or limbs of any person shall be endangered, or his property injured, the owner or keeper of every such dog shall forfeit and pay a penalty or sum of not less than twenty shillings nor more than five pounds for every such offence.

13. In any prosecutions under these By-laws, every dog shall be taken to be kept by the person who shall be in the actual occupation of the house or premises upon which such dog shall be found, unless reasonable proof to the contrary shall be adduced by the defendant; and the person by whom any such dog shall be ordinarily kept shall be liable to the several provisions of these By-laws, as the keeper of such dog, whether kept for his own use or that of another: Provided that with respect to any dog kept or used by a servant, the same shall be deemed to be kept by his master or employer for the time being.

SCHEDULE REFERRED TO.

D.

Form of Notice of Registering Dogs.

A description of _____ dogs intended to be kept by A. B. of _____, on the premises of _____, who is his [owner or occupier as the case may be] of such

premises in the Municipal District of Leichhardt, during the year ending 31 March, 18 _____.

Number of dogs to be kept.	Premises on which each dog is intended to be kept, and name of owner or occupier thereof.	Sex.	Age.	Colour or peculiar marks.	Description or kind of dog.

I A.B. do declare the above list and description to be true in every particular to the best of my knowledge and belief.

A. B.

PART V.

1. Any person who shall obstruct or interfere with any officer of the said Council or other person doing or performing any duty or act under any of the By-laws of the said Municipal District shall forfeit and pay a penalty not exceeding twenty pounds nor less than two pounds.

2. No prosecution for a breach of any of the foregoing By-laws shall prejudice the right of any person to recover damages for any loss which he shall have sustained by reason of any such breach.

Construction of terms.

In the construction of the foregoing By-laws, the provisions of the Act 16 Victoria, No. 1, shall be applied so far as the same may be applicable.

Made and passed by the Municipal Council of the Municipal District of Leichhardt, in Council assembled, this 22nd day of February, 1875.

JOHN WETHERILL,
Mayor.

WALTER BEAMER,
Council Clerk.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BY-LAWS—WAGGA WAGGA FREE LIBRARY.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Department of Justice and Public Instruction,
Sydney, 3rd May, 1875.

BOROUGH OF WAGGA WAGGA.

THE following By-laws, made by the Council of the Borough of Wagga Wagga, for the regulation of the Wagga Wagga Free Library, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOSEPH DOCKER.

RULES for the Control and Regulation of the Free Library,
Borough of Wagga Wagga.

1. This Library shall be known as "The Wagga Wagga Free Library." It shall be under the immediate control of the Borough Council, and shall be managed by a Committee of not less than three (3) members of the said Council, appointed from time to time as may be found expedient, and a paid Librarian.

2. The Wagga Wagga Free Library shall be open to the public daily from eleven (11) o'clock a.m. to one (1) p.m.; from two (2) o'clock to five (5) p.m.; and from seven (7) o'clock p.m. to ten (10) o'clock,—excepting on Sundays, Christmas Day, and Good Friday.

3. Every person entering the Free Library, whether for the purpose of inspection or otherwise, shall immediately write his or her name in a book, to be called "The Visitors' Book," and which it shall be the duty of the Librarian to have conveniently placed for that purpose; and no person shall be allowed to inspect or use the said Library without having first complied with this rule.

4. Any person who shall enter the said Library in a state of intoxication, or who shall use unbecoming language, or indulge in improper behaviour therein, or who, by loud talking or unseemly conduct of any kind, shall disturb or annoy those using the said Library, shall be liable to be forcibly ejected therefrom; and it shall be the duty of the Librarian, or any member of the Committee, who may be cognizant of such conduct, so to eject the offender forthwith, or to deliver him into the custody of a police officer, to be taken before a Bench of Magistrates to be dealt with; and such offender shall, upon conviction of such offence, be liable to a penalty not exceeding ten pounds nor less than ten shillings.

5. Any person who shall, without larcenous intent, remove or attempt to remove from the said Library any book or other property whatsoever belonging to the said institution, or in use therein, may be summarily proceeded against, and upon conviction shall be liable to a penalty not exceeding ten pounds, nor less than ten shillings.

6. Persons visiting the Library for the purposes of study or reference to any works, charts, globes, apparatus, models, specimens, &c., &c., shall in no case be allowed to help themselves,

but will be required to make direct application to the Librarian or his assistant to have their wants supplied. Any persons offending against this rule will subject themselves to immediate expulsion.

7. In all cases where books or other subject matters of reference shall be in use by any person or persons, and shall have been applied for by others, it shall be the duty of the Librarian to make an entry of such applications as they occur, and to supply the applicants in accordance with the order of such entry; but no person shall be subject to importunate solicitation for the purpose of unduly hurrying him or her in the prosecution of any study or reference, in order merely that others may be accommodated.

8. Every person who may have received from the Librarian or his assistant any book or other subject of reference whatsoever, shall immediately on the completion of his or her study, examination, or perusal thereof, return the same to the officer from whom it was received, and shall not, under any circumstances, hand it for further use to another.

9. Any person desirous of promoting the objects for which the Free Library has been established, may, with consent of the Committee for the time being, deposit with the Librarian, for public use, reference, or inspection, any book or other publication, chart, apparatus, model, specimen, &c., subject always to such special rules and restrictions as such person shall dictate in writing; and thereupon it shall be the duty of the Librarian, his assistants, and the Committee of the said Library, to respect such dictation faithfully in all its terms and conditions, and to impose the necessity of a strict observance thereof upon all persons visiting the institution.

10. With the consent of the Committee for the time being, classes for mutual improvement or instruction may be formed in connection with the Free Library; and members of such classes may hold their meetings and carry on their studies and experiments therein: Provided always that the general free access to, and use of, the said Library be not in the slightest degree thereby interfered with: And provided further that any and all rules formed by mutual improvement classes for their own guidance and direction, shall in every case be submitted to, and approved by, the Borough Council, before any such rule or rules shall have any practical operations.

11. Any person, whether wilfully or otherwise, damaging any book, catalogue, record, chart, apparatus, model, specimen, or any other article or thing attached to, or in use in the said Library, may be called upon by the Librarian, his assistant, or any member of Committee, to pay the ascertained amount of damage, or value of the article injured; and in the event of refusal so to pay, shall, at the discretion of the Committee, be sued for the amount in a competent Court, or proceeded against summarily; and in the latter case shall, upon conviction, forfeit and pay a penalty not exceeding ten pounds, in addition to the ascertained damage to or value of the article in question.

12. The salary of the Librarian shall be fixed and determined by the Council from time to time; and the appointment and removal of the said officer shall rest wholly with such Council. In all matters of routine the Librarian shall be wholly under the direction and control of the Committee of management.

13. The Council shall have the power, at all times, to make and amend such regulations for the internal management of the Library, and guidance of the Committee and Librarian, as circumstances may render necessary or desirable; and the Committee and Librarian shall be governed thereby accordingly.

14. It shall not be in the power of the Librarian or members of the Committee, except by special permission of the Council, to remove or permit the removal of any book, chart, apparatus, model, or any article or thing whatsoever in use in or connected

with the said Library; and any of such persons as aforesaid so offending will be subject to the proceedings and penalties as provided in section 5 of these By-laws.

15. Any donation of money, or otherwise, made to or for the use of the Library, may be handed to the Librarian, to members of Committee, or to the Council, and shall, in the case of a money donation, be forthwith paid to the credit of the Free Library Account, at the Australian Joint Stock Bank, Wagga Wagga.

16. A copy of these By-laws, and all regulations framed or to be framed thereon, shall be constantly suspended conspicuously in the Library, for the direction and information of the public; and copies shall be printed for distribution generally.

17. All proceedings under these By-laws may be taken in a summary way before two Justices, in accordance with the provisions of the Act 14 Victoria, No. 43; and all fines and penalties imposed shall be paid into the corporate fund of the Municipality, for the use of the free Library.

For and on behalf of the Council, approved,

THOMAS HODSON,
Mayor.

Council Chamber, Wagga Wagga,
15th March, 1875.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(MUNICIPAL DISTRICT OF ULLADULLA—BY-LAWS.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 9th June, 1875.

MUNICIPAL DISTRICT OF ULLADULLA.

BY-LAWS.

THE following By-laws, made by the Council of the Municipal District of Ulladulla, for regulating their own proceedings and the duties of their officers and servants, the subdivision and change of property, the collection and enforcement of rates and fines, &c., &c., having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

MUNICIPAL DISTRICT OF ULLADULLA.—BY-LAWS.

PART I.

PROCEEDINGS of the Council and Committees—Preservation of Order at Council Meetings—Duties of Officers and Servants, &c.

Meetings of Council.

Ordinary Meetings.

1. The Council shall meet at the Council Chambers, Milton, for the despatch of business, and shall fix the day and the hour for holding the regular meetings by resolution; and in case such day shall happen to be a public holiday, the meeting shall be held on such other day as the Mayor may appoint.

Election of Chairman in absence of Mayor—Adjournment for want of a quorum.

2. If at any meeting of the Council the Mayor be absent at the expiration of fifteen minutes after the time appointed for holding such meeting, the Aldermen then present shall proceed to elect from among themselves a Chairman for such meeting. Whenever there shall be an adjournment of any such meeting for want of a quorum the names of the members present shall be taken down, and shall be recorded in the minute-book.

Order of Business.

Business at ordinary meetings.

3. The following shall be the order of business at all meetings of the Council other than special meetings:—

- (1.) The minutes of the last preceding meeting to be read, corrected (if erroneous), and after being confirmed by the Council shall be signed by the Mayor or presiding Alderman. No discussion to be permitted on such minutes, except as to whether they are correct.

- (2.) Petitions (if any) to be presented and dealt with.
- (3.) Correspondence to be read, and, if necessary, ordered upon.
- (4.) Reports from Committees and minutes from the Mayor (if any) to be presented and ordered upon.
- (5.) Questions as to any matters under the jurisdiction or within the official cognizance of the Council to be put and replied to, and statements as to any facts, matters, or circumstances requiring attention by the Council, or any of its Committees or officers, to be made.
- (6.) Motions of which notice has been given to be dealt with in the order in which they stand on the business paper.
- (7.) Orders of the day to be disposed of as they stand on the business paper.

Business may be dealt with out of regular order.

Provided that it shall be competent to the Council at any time, by resolution without notice, to entertain any particular motion or to deal with any particular matter of business out of its regular order on the business paper, without any formal suspension of this section; also, and in like manner, to direct that any particular motion or matter of business shall have precedence at a future meeting.

Business at special Meetings.

4. At special meetings of the Council the business—after the minutes shall have been read and verified, which shall be done in the same manner as at an ordinary meeting—shall be taken in such order as the Mayor or the Alderman at whose instance such special meeting shall have been called may have directed.

Business paper for ordinary meeting how prepared.

5. The business paper for every meeting of the Council other than a special meeting, shall be made up by the Council Clerk, not less than two nor more than three days before the day appointed for such meeting. He shall enter on such business paper a copy or the substance of every notice of motion, and of every requisition or order as to business proposed to be transacted at such meeting, which he shall have received or shall have been required or directed so to enter in due course of law, as hereinafter provided. Every such entry shall be made (subject to the provisions of section 3 of this "Part" of these By-laws) in the same order as such notice, requisition, or direction shall have been received.

Business paper for special meeting.

6. The business paper for each special meeting shall contain only such matters as shall have been specially ordered to be entered thereon by the Mayor or Aldermen calling such meeting.

Summons to members.

7. The summons to members of the Council for every meeting thereof shall be prepared from the business paper for such meeting, and shall embody the substance of such business paper.

How business paper is to be disposed of.

8. The business paper for each meeting of the Council shall at such meeting be laid before the Mayor or Chairman, who shall make a note upon such business paper of the mode in which each matter entered thereon has been dealt with, and such business paper so noted shall be a record of the Council.

Notices of motion, &c., to be numbered as received, and preserved until matter disposed of, unless withdrawn before business paper is made up.

9. All notices of motion, and all requisitions from Aldermen and directions from the Mayor as to the entry of any particular matter of business for the consideration of the Council at its then next or any future meeting, shall be numbered by the Council Clerk as they are received; and each such notice, requisition, and direction shall be preserved by such Clerk until after the matter to which it relates shall have been disposed of, and the record in the minute-book of the manner in which such matter has been so disposed of shall have been duly verified, as required by section 3 of this "Part" of these By-laws: Provided, however, that the person giving or forwarding any such notice of motion, requisition, or direction to the Council Clerk shall be at liberty to withdraw the same at any time before the making up of the business paper.

After business paper made up, all notices, &c., to be the property of the Council.

10. After the business paper shall have been made up as aforesaid, all the said notices of motion, requisition, and directions, as to which entries have been made thereon, shall be the property of the Council, and shall not be withdrawn, altered, or amended, without leave having been first obtained from the Council for such withdrawal, alteration, or amendment.

*Motions and Amendments.**Motions, how to be moved.*

11. Except by leave of the Council, motions shall be moved in the order in which they stand on the business paper; and if not so moved or postponed, shall be struck from such business paper, and be considered to have lapsed.

Absence of proposed mover.

12. No motion, of which notice shall have been entered on the business paper, shall, except as hereinafter provided (see S. 20), be proceeded with in the absence of the Alderman by whom such notice shall have been given, unless by some other Alderman producing a written authority for that purpose from the first-named Alderman.

Motions to be seconded.

13. No motion in Council shall be discussed unless and until it be seconded.

Amendment may be moved.

14. When a motion in Council shall have been made and seconded, any Alderman shall be at liberty to move an amendment thereon; but no such amendment shall be discussed unless and until it be seconded.

Motions to be in writing—only one amendment at a time.

15. No motion shall be discussed until it shall have been reduced into writing.

16. No second or subsequent amendment shall be taken into consideration until the previous amendment or amendments shall have been disposed of.

Amended question binding on Council.

17. If an amendment be carried, the question as amended thereby shall become itself the question, and the Council shall, to all intents and purposes, be bound by such amendment as if it were the original motion.

How subsequent amendments may be moved.

18. If any amendment upon an original question shall be negatived, then a further amendment may be moved to the question to which such first-mentioned amendment was moved, and so on: Provided that not more than one question, and one proposed amendment thereof, shall be before the Council at any one time.

Motions for adjournment.

19. No discussion shall be permitted on any motion for adjournment of the Council; and if upon the question being put on any such motion, the same be negatived, the subject then under consideration, or the next in order upon the business paper, or any other on such paper that may be allowed precedence, shall be discussed before any subsequent motion for adjournment shall be receivable.

Requisitions from Aldermen how to be dealt with.

20. Every requisition by an Alderman that any particular matter of business be brought before the Council, shall be regarded and treated as a notice of motion by such Alderman, that such business be taken into consideration by the Council; and he shall be called upon in due order to move that such business be so considered, or to make any other motion which he may think fit in reference thereto, which shall be consistent with the notice of such business and with good order; and if such Alderman be absent, or if being present, and so called upon he shall make no such motion, then it shall be open to any other Alderman to make such motion. And when any such motion shall have been made, it shall be dealt with in precisely the same manner as if notice thereof had been given, subject however to any objection which may exist as to its not being in accordance with the notice actually given of such business, or with good order. And if no notice shall be made in reference to such business the entry relating thereto shall be struck from the business paper.

*Orders of the Day.**Of what Orders of the Day shall consist.*

21. The orders of the day shall consist of any matters other than motions on notice, which the Council shall at a previous meeting thereof have directed to be taken into consideration, or which the Mayor or any Committee of the Council shall have directed to be entered on the business paper for consideration.

How they are to be dealt with.

22. Section 20 of this "Part" of these By-laws shall be considered applicable to orders of the day, and the Alderman who has the usual charge of, or who has previously moved in reference to the particular business to which any such order of the day relates, shall be the person called upon to move: Provided that as to any order of the day entered as aforesaid by direction of the Mayor, such Mayor may move, or may arrange with any Alderman to move, and may in such case call upon the Alderman with whom he has so arranged.

*Petitions.**Petitions to be respectfully worded.*

23. It shall be incumbent on every Alderman presenting a petition to acquaint himself with the contents thereof, and to ascertain that it does not contain language disrespectful to the Council. The nature and prayer of every such petition shall be stated to the Council by the Alderman presenting the same.

Petitions how received.

24. All Petitions shall be received only as the Petitions of the parties signing the same.

How Petitions are to be dealt with.

25. No motion shall, unless as hereinafter provided, be permissible on the presentation of a petition, except that the same be received, or that it be received and referred to one of the permanent Committees hereinafter mentioned, or that it be received and that its consideration stand an order of the day for some future meeting: Provided however, that if any Alderman shall have given due notice of a motion in reference to any Petition, and such Petition shall have been presented before such Alderman shall have been called upon to move such motion, the said motion shall, if otherwise unobjectionable, be considered in order.

*Correspondence.**Duties of Mayor as to Correspondence.*

26. The Mayor shall have the same duty in reference to letters addressed to the Council, before directing the same to be read, as by section 23 of this "Part" of these By-laws is imposed upon Aldermen presenting Petitions. The Mayor shall direct as to the order in which all correspondence shall be read, and no letter addressed to the Council shall be presented or read by any Alderman. If the Mayor be absent, and shall not have examined any such letters addressed to the Council, or have given any such directions as aforesaid, then the duties imposed by this section shall devolve upon the presiding Alderman.

Section 25 to apply to letters.

27. Section 25 of this "Part" of these By-laws shall be considered as fully applicable to letters addressed to the Council as to Petitions.

Letters sent not to be discussed, but every letter may be subject of motion.

28. No discussion shall be permitted in reference to any letters which have been written and sent by the Mayor, or by any officer of the Council, and copies of which may be read to such Council: Provided however that any notice of motion consistent with good order may be entertained with reference to any such letters whether read or not, or with reference to any letters addressed to the Council which the Mayor or presiding Alderman may not have ordered to be read as aforesaid.

*Reports from Committees and Minutes from the Mayor.**Form of report.*

29. All reports from Committees shall be written on foolscap paper, with a margin of at least one-fourth of the width of such paper, and shall be signed by the Chairman of such Committee, or, in his absence, by some other member of the same.

Mayor's Minutes.

30. The Mayor shall have the right of directing the attention of the Council to any matter or subject within its jurisdiction or official cognizance by a minute in writing. Every such minute shall be written upon paper of the same kind and with the same margin as a report from a Committee, and shall be signed by such Mayor.

How reports, &c., are to be dealt with—Duties of Chairman, &c., in certain cases.

31. No motion shall (unless as hereinafter provided) be permissible on the presentation of a report from a Committee or a minute from the Mayor, except that the same be received, or that it be received and that its consideration stand an order of the day for some future meeting: Provided however that if any Alderman shall have given due notice in reference to any such report or minute, or if an order for the consideration of such report or minute shall have been entered among the orders of the day, such motion or order may, if otherwise unobjectionable, be moved or considered in due course; and whenever any such report or minute embodies any recommendation which cannot legally be carried out without due notice, and it is nevertheless desirable that such report or minute shall be definitely ordered upon during the meeting of the Council at which such report or minute is presented, it shall be the duty of the Chairman or member of such Committee signing such report, or of such Mayor as the case may be, to give or transmit to the Council Clerk such a notice of motion, requisition, or direction as aforesaid as will enable such Council Clerk to make the necessary entry on the business paper and to give such due notice.

*Questions and Statements.**Limitations as to questions and statements.*

32. No question or statement shall be allowed to be put or made which is inconsistent with good order, or is not in strict accordance with the requirements of section 3 of this "Part" of these By-laws.

Notice to be given.

33. Sufficient notice of every question shall be given to the person who is expected to reply thereto, to allow for the consideration of such reply, and if necessary for a reference to other persons or to documents.

Answer not compulsory.

34. It shall not be compulsory upon any person questioned as aforesaid to answer the question so put to him.

Question to be put without argument.

35. Every such question must be put categorically without any argument or statement of fact.

Similar provisions as to statements.

36. Every such statement must be made without argument.

No discussion on question, &c.—Rights of objection, and of subsequent motion reserved.

37. No discussion shall be permitted as to any such question, or as to any reply or refusal to reply thereto, or as to any such statement, at the time when such question is put, or such reply or refusal to reply is given, or such statement is made: Provided, however, that nothing herein contained shall prevent the taking of any objection as to any such question or statement being out of order, or shall prevent the discussion after due notice, as hereinbefore provided, of any matters properly arising out of or relating to any such question, or reply, or refusal to reply, or any such statement as aforesaid.

*Order of debate.**Mode of addressing the Council, &c.*

38. Every Alderman who shall make or second any motion, or shall propose or second any amendment, or shall take any part in any debate or discussion, or shall put or reply to any question, or shall make any statement, or shall in any other way or for any other purpose address observations to the Council shall, while so doing, stand up in his customary place (unless he shall be prevented from so doing by reason of some bodily infirmity), and shall address himself to the Mayor or other Chairman then presiding: Provided that in the case of a question, such question may, by permission of such Mayor or Chairman, be put directly to the Alderman or officer to be questioned, and may be replied to in like manner. But in every such case the question so put, and the answer thereto, shall be subject to every legal objection on the grounds of disorder or irrelevancy; and all members of the Council shall on all occasions, when in such Council, address and speak of each other by their official designation, as Mayor, Chairman, or Alderman, as the case may be.

Speaker not to be interrupted, if in order.

39. No Alderman shall be interrupted while thus speaking, unless for the purpose of calling him to order, as hereinafter provided.

Limitations as to number of speeches.

40. Every mover of an original motion shall have a right of general reply to all observations which may have been made in reference to such motion and to any amendments moved thereon, as well as a right to speak upon every such amendment. Every Alderman other than the mover of such original motion shall have a right to speak once upon such motion and on every amendment thereon. No Alderman shall speak oftener than once upon any question other than a question of order, unless when misrepresented or misunderstood, in which case he shall be permitted to explain without adding any further observations than may be necessary for the purposes of such application.

Mover and seconder.

41. An Alderman who has moved any motion or amendment shall be considered to have spoken thereon, but an Alderman who shall have seconded any such motion or amendment, without any further observation than that he seconded the same, shall be at liberty to speak on such motion or amendment.

Speaker not to digress, &c.

42. No Alderman shall digress from the subject under discussion, or shall make personal reflections on, nor impute improper motives to, any other Alderman.

Adjournment of debate.

43. A debate may be adjourned to a later hour of the day or to any other day specified, and the Alderman upon whose motion such debate shall have been so adjourned shall be entitled to pre-audience on the resumption of the same.

Mayor to decide as to pre-audience.

44. If two or more Aldermen rise to speak at the same time, the Mayor or Chairman shall decide which of such Aldermen shall be first heard.

Alderman may require question to be stated, &c., under certain restrictions.

45. Any Alderman may request the question or matter under discussion to be read or stated for his information, or may require the production of any records of the Council bearing upon such question or matter, which are readily accessible: Provided, however, that no such request or requisition shall be so made as to interrupt the discussion; also, that if such request or requisition shall appear to the Mayor or Chairman not to have been made *bonâ fide*, it shall not be complied with.

Mayor or Chairman may move or second motion, &c.

46. The Mayor or Chairman may move or second any motion or amendment, or put any question, as provided for by section 3 of this "Part" of these By-laws, and such Mayor or Chairman shall have the same right as any other Alderman to speak once upon every subject or amendment. The Mayor or Chairman shall rise when so speaking (unless prevented by some bodily infirmity from so doing), but shall be considered as still presiding.

Questions of Order.

Mayor or Chairman to decide points of order.

47. The Mayor or Chairman shall preserve order, and his decision on disputed points of order or practice shall be final, except in so far as the same may be questioned as in the manner hereinafter provided.

Acts of disorder.

48. Every member of the Council who shall commit a breach of any section of this "Part" of these By-laws, or who shall move or attempt to move any motion or amendment embodying any matter as to which the Council has no legal jurisdiction, or who shall, in any other way, raise or attempt to raise any question, or shall address or attempt to address the Council upon any subject which the said Council has no legal right to entertain or to discuss, or who shall use any other language which, according to the common usage of gentlemen, would be held disorderly, or who shall say or do anything calculated to bring the Council into contempt, shall be out of order.

Mayor, &c., may call member to order.

49. The Mayor or Chairman may, without the interposition of any other member of the Council, call any Alderman to order whenever, in the opinion of such Mayor or Chairman, there shall be a necessity for so doing.

Any member may raise question of order.

50. Every member of the Council shall have the right of calling the attention of the Mayor or Chairman to any motion, amendment, statement, argument, or observation moved, used, or made by any other member which such first-named member may consider out of order.

Mode of proceeding thereon.

51. A member called to order shall withdraw while the question of order is being discussed and decided upon, unless specially permitted to offer an explanation, retraction, or apology; but on obtaining such special permission, such member may explain, retract, or apologize for the matter or remark alleged to have been made out of order. And if such explanation, retraction, or apology be deemed satisfactory, no further discussion on the question of order shall be permitted. If any member, on being called to order, shall ask such permission to explain, retract, or apologize, as aforesaid, the Mayor or Chairman may of his own authority grant or refuse such permission, as he may think fit, unless any member shall require the sense of the Council to be taken on this question. In such case it shall be the duty of the Mayor or Chairman to take the sense of the Council at once, and without discussion, as to whether such permission shall be granted; and when any such explanation, retraction, or apology shall have been made or offered by permission of the Mayor or Chairman, the latter shall in like manner decide or, if required so to do, shall take the sense of the Council as to whether such explanation, retraction, or apology is considered sufficient. If such permission be refused, or if such explanation, retraction, or apology be considered insufficient, the question of order shall be considered and decided before any further business is

proceeded with: Provided that if such Mayor or Chairman shall have decided the question of order before any member shall have required the sense of the Council to be taken in reference thereto, such question of order shall not be re-opened: And provided further that nothing herein contained shall be held to affect the right of such Mayor or Chairman to decide finally as hereinbefore provided upon any such point of order after the same shall have been discussed.

Decision of points of order.

52. The Mayor or Chairman, when called upon to decide points of order or practice, shall state the provision, rule, or practice which he shall deem applicable to the case, without discussing or commenting upon the same.

Motions out of order to be rejected—Members to explain, retract, or apologize, &c.

53. Whenever it shall have been decided as aforesaid that any motion, amendment, or other matter before the Council is out of order, the same shall be rejected; and whenever anything said or done in Council by any Alderman shall be similarly decided to be out of order, such Alderman shall be called upon by the Mayor or Chairman to make such explanation, retraction, or apology, as the case may require.

Penalties for persisting in disorderly conduct.

54. Any member of the Council who shall have been called to order, and who, after having been twice directed to withdraw as aforesaid, shall refuse to do so, or who shall persist in any line of conduct or argument or of observations which shall have been decided as aforesaid to be disorderly, or who shall refuse to make such explanation, retraction, or apology as aforesaid when required so to do, or who shall be guilty of any other act of disorder, as defined in section 48 of this "Part" of these By-laws, and shall refuse to make such explanation, retraction, or apology, as a majority of the Aldermen then present shall consider satisfactory—shall be liable, on conviction for the first offence, to a penalty of not less than ten shillings nor more than five pounds, and on a second conviction for the like offence he shall be liable to a penalty of not less than one pound nor more than ten pounds; and on a third conviction, and for every further conviction for the like offence, he shall be liable to a penalty of not less than two pounds nor more than twenty pounds.

Power of Council as to laying down general rules, &c.

55. Any Alderman who is dissatisfied with the decision of the Mayor or Chairman on any such question of order or practice may, by motion on notice respectfully worded, invite the Council to lay down a different rule or principle for the determination of any similar questions of order or of practice which may thereafter arise. Any rule or principle thus laid down shall be binding upon all parties, unless and until it be rescinded, but shall have no retrospective operation: Provided, however, that nothing herein contained shall be held to bind any Mayor or Chairman to put any motion to the Council which, in his opinion, is contrary to law.

Mode of voting.

How questions are to be put.

56. The Mayor or Chairman shall put to the Council all questions on which it shall be necessary that a vote be taken, and shall declare the sense of such Council thereon. And he shall be at liberty to put any such question as often as may be necessary to enable him to form and declare his opinion as to the opinion of the majority.

Division—Penalty for refusing to vote.

57. Any Alderman shall be at liberty to call for a division. In such case, the question shall be put first in the affirmative and then in the negative; and the Aldermen shall vote by show of hands, and the names and votes of the Aldermen present shall be recorded. Any Alderman who shall be present when a division is called for, and shall not vote on such division, not being disabled by law from so voting, shall be liable, for every such offence, to a penalty of not less than ten shillings nor more than five pounds.

Protests.

Mode of protesting—Protest to be recorded, but may, under certain circumstances, be expunged.

58. Every member of the Council, the Mayor included, may protest against any resolution or vote by the Council. Notice of the intention so to protest must, however, be given

at the meeting when such resolution is passed or such vote is arrived at, and the protest itself must be handed or sent to the Council Clerk not later than seven days after such notice. The Council Clerk shall enter every such protest in the minute-book; but if, in the opinion of the Council, it be inconsistent with the truth, or disrespectfully worded, it may (by resolution or notice) be ordered to be expunged. In such case, the expunction shall be made by drawing a perpendicular line with a pen through the entry of such protest, with a reference in the margin to the resolution ordering such expunction.

Committees of the Whole Council.

Rules applicable to business in Committees.

59. The following section of this "Part" of these By-laws shall (except as herein excepted) be taken to apply to the conduct of business in Committee of the Whole Council, namely, sections 14 (except that it shall not be necessary that any motion or amendment in Committee shall be seconded), 15, 16, 17, 18, 38, 39, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 56, and 57.

Disorderly conduct in Committee—Refusal to vote.

60. Whenever any member of the Council shall, while the Council is in Committee of the Whole, be considered guilty of an offence against good order, within the meaning of section 54 of this "Part" of these By-laws, it shall be competent to any Alderman to move that the Council resume its sittings, and that such matter be reported; and if such motion be carried, such matter shall be reported accordingly, and an entry of such report shall be made in the minute-book. And whenever any Alderman shall have failed to vote on any occasion in Committee of the Whole Council, as required by section 57 of this "Part" of these By-laws, the fact shall be reported to the Council, and such report on such fact shall be duly recorded in the minute-book: Provided that, in the case of an Alderman failing to vote as aforesaid, no special motion that the Council resume its sitting shall be necessary; but it shall be the duty of the Chairman of such Committee of the Whole, in making his report of the proceedings in such Committee, whenever such report may be made, to include in such report a statement of such failure to vote as aforesaid, and of the question as to which such Alderman has so failed to vote.

Divisions in Committee on points of order may be reported.

61. Whenever a decision upon any question of order shall have been given by the Chairman of a Committee of the Whole Council, under the provisions of section 47 of this "Part" of these By-laws, any Alderman may move that such decision be embodied in the report to the Council of the proceedings in such Committee, and if such motion be carried such decision shall be so embodied in such report whenever the same shall be made.

How progress may be reported, &c.

62. Any Alderman may at any time during the sitting of a Committee of the Whole Council move that the Chairman report "progress" or "no progress" (as the case may be), and that leave be asked to sit again at a later period of the same day or on any future day, or that no leave be asked to sit again; and, if such motion be carried, the Council shall resume its sittings and a report shall be made accordingly, but no discussion shall be permitted on any such motion, and if the same be negatived the subject then under consideration shall be discussed before another such motion shall be receivable.

Reports of proceedings in Committee.

Want of quorum in Committee.

63. All reports of proceedings in Committee of the Whole Council shall be made to the Council *vivâ voce* by the Chairman of such Committee, and a report of such proceedings shall be made in every case, except when it shall be found on counting the number of members during the sitting of any such Committee that there is not a quorum present. In the latter case, the sitting of the Council shall be resumed without any motion for that purpose, and the proceedings in Committee shall be considered to have lapsed. Provided that, in making any such report as aforesaid, it shall not be necessary to report any such proceedings *in extenso*, but only to state the result, general effect, or substance of such proceedings.

How reports are to be dealt with.

64. All such reports of proceedings in Committee of the Whole Council shall be recorded in the minute-book, but, except as hereinafter mentioned, no such report shall be considered as adopted by the Council, nor shall any such application as aforesaid for leave to sit again be considered to have been granted by such Council, until a motion shall have been made and passed for such adoption or for the granting of such leave. And every such motion for the adoption of a report or for the granting of leave as aforesaid, and the order of debate on such motion, shall be subject to all the same rules as other motions in Council, and the order of debate on such other motions. Provided, however, that where a report shall have been made under section 60 of this "Part" of these By-laws of disorderly conduct in Committee, or under section 57 of this "Part" of these By-laws of failure to vote on division, or of any decision in Committee upon any question of order, such report shall, so far as it relates to such facts, be regarded and recorded as a statement thereof, and to that extent shall not, unless for the correction of a manifest error, be interfered with upon any pretext whatever.

Calls of the Council.

How Call of the Council may be ordered.

65. A call of the Council may be ordered by any resolution of which due notice shall have been given, for the consideration of any motion or matter of business before such Council.

Such call compulsory in certain cases.

66. There shall, without any special order to that effect, be a call of the Council for the consideration of every motion which may be made under section 55 of this "Part" of these By-laws, and of every motion for the rescission of any resolution, order, or decision of such Council.

Mode of proceeding.

67. The call shall be made immediately before the motion or business for which such call has been ordered, or is required to be made by the last preceding section, shall be moved or considered. Such call shall be made as follows:—The Council Clerk shall call the names of all the members in their alphabetical order; each member present shall answer to his name as so called, and if any members are absent a record shall be made of such absence; but if leave of absence to any such member shall have previously been granted, or if such an excuse in writing shall have been forwarded to the Mayor or Council Clerk as a majority of the Council then present shall consider satisfactory, such absent member shall stand excused, and a record shall be made of such excuse and the reason for the same.

Penalty for absence without legal excuse—Further call when question adjourned.

68. Any member of the Council who, having had notice of such call of the Council, shall not answer to his name as aforesaid, or who being absent shall not be legally excused as aforesaid, or who if absent and not so excused shall fail to show that by reason of extreme illness or any other sufficient cause he has been unable to send an excuse in writing as aforesaid, or who having answered to his name as aforesaid shall not be present when a vote is taken on the motion or business as to which such call has been made as aforesaid, shall for every such offence be liable to a penalty of not less than ten shillings nor more than five pounds: Provided that if the consideration of every such motion or matter of business be adjourned to a future day, there shall be a further call on the resumption of such consideration, and the provisions herein as to penalties for absence shall have reference to such further call; and, if there shall be more than one adjournment this proviso shall be taken to extend to the resumption of the consideration of such motion or matter of business after every such adjournment.

Standing and Special Committees.

69. There shall be three standing Committees, namely, a By-law Committee, a Committee for Works, and a Finance Committee. These Committees shall be appointed every year at the first meeting of the Council which shall be holden after the election of the Mayor.

By-laws Committee.

70. The By-laws Committee shall prepare for the consideration of the Council drafts of all such By-laws as may be required for the good government of the Municipality. They shall also watch over the administration of the By-laws, and of any Statute of which the operation has been or may be extended to the Municipality, and shall take such steps as may be necessary for the prevention or punishment of offences against such By-laws or Statutes, and for the preservation of public health, order, and decency.

Committee for Works.

71. The Committee for Works shall have the general direction of all works ordered or sanctioned by the Council, and the general inspection of all streets, roads, ways, bridges, public reserves, and other public places under the care and management of the Council. They shall also inquire and report from time to time as to such improvements or repairs as they may think necessary, or as they may be directed by resolution of the Council to inquire into and report thereon.

Finance Committee.

72. The Finance Committee shall examine and check all accounts, and shall watch generally over the collection and expenditure of the municipal revenues. They shall inquire and report from time to time as to all matters which they may consider to affect or to be likely to affect the finances of the Municipality, and as to such matters or subjects of the like nature as they may be directed by resolution of the Council to inquire into and report upon.

Special Committees.

73. Special Committees may consist of any number of members, and may be appointed for the performance of any duty which may be lawfully entrusted to a Committee, and for which in the opinion of the Council a Special Committee ought to be appointed, and no Standing Committee shall interfere with the performance of any duty which may for the time being have been entrusted to any such Special Committee. The appointment of every such Special Committee shall be made by resolution and it shall be incumbent upon the mover of such resolution to embody therein a statement of the duties proposed to be entrusted to such Special Committee. The mover of any such resolution may name therein such members as in his opinion ought to constitute such Committee, or he may propose that such Committee consist of a certain number of members to be appointed by ballot; and in the latter case, or if an amendment to the effect that such Special Committee be appointed by ballot be carried, each member then present shall receive a list of all the members of the Council, from which list he shall strike out all names but those of the persons of whom in his opinion such Special Committee ought to be composed. And the Mayor or Chairman shall examine such lists and shall declare the result. And in the event of its becoming necessary through an equality of votes to decide as to which of two or more Aldermen shall serve on such Committee such Mayor or Chairman shall so decide.

Chairman of Committees.

75. Every Committee of which the Mayor shall not be a member shall elect a permanent Chairman of such Committee within seven days after their appointment.

Term of service in Committee.

76. Appointments to the By-laws Committee, the Committee of Works, and the Finance Committee shall be for the whole municipal year. The appointment of every Special Committee shall be considered to endure until the duties for which such Committee have been appointed shall have been fully performed: Provided, however, that nothing herein contained shall be held to affect in any way the right of such Committee to remove any Chairman of such Committee or to appoint another such Chairman in his stead, or to militate against the general provisions as to Committees in sections 109 and 110 of the Municipalities Act of 1867; and that so much of this By-law as relates to the appointment, powers, and duties of Committees shall be read and interpreted in connection with such last-mentioned general provisions.

Committee meeting—how held.

77. The Council Clerk shall call a meeting of any Committee whenever requested to do so by the Chairman or any two members of such Committee.

Records of transactions in Committee.

78. The Chairman of each Standing Committee may make, or cause to be made in a book to be kept by him for that purpose, memoranda of all the transactions of such Committee, which book he shall, on ceasing to be such Chairman, hand over to his successor.

Expenditure.

Except in emergent matters, cost of all work to be estimated before undertaken.

79. With the exception of emergent matters hereinafter specially provided for, no work affecting the funds of the Municipality shall be undertaken until the probable expense thereof shall have been first ascertained by the Council.

Emergent matters and necessary current expenses—Expenses as authorized to be reported—Outlay to be in accordance with orders of the Council.

80. For emergent matters, and for necessary current expenses during the intervals which may elapse between the meetings of the Council, outlays to the following extent may be incurred:—

- (1.) By order of the Committee for Works, or of the Mayor and one member of such Committee for repairs or emergent works to the extent of five pounds.
- (2.) By order of the Mayor for necessary current expenses, repairs, or emergent works to the extent of two pounds.

Provided that nothing herein contained shall prevent the Mayor or any Alderman from expending any sum not exceeding one pound on repairs or emergent works: Provided also that in every case a detailed report in writing of every such outlay shall be laid before the Council at its next meeting, such report to be signed by the Chairman of the Committee of Works or the Mayor, as the case may be, by whom such outlay shall have been authorized; also, that such outlay shall only be permissible in reference to matters coming strictly within the jurisdiction or function of the Council; and that no outlay involving a disobedience or evasion of any order or resolution of such Council shall on any pretence be thus authorized.

All claims to be examined and reported upon by the Finance Committee.

81. All accounts and demands of money against or from the Council shall be examined and reported on by the Finance Committee before any order shall be made for payment of such accounts or demands.

Certificate required with each claim—Salaries and wages to be payable on Mayor's order—Certificate to be attached to report.

82. No payment shall be so ordered unless there shall be a certificate or memorandum from the Committee, from the Mayor, or from the officer of the Council to whom the direction or the guardianship of such expenditure properly belongs, showing that the demand is a legitimate one, and has been duly authorized or inquired into. It shall be the imperative duty of the Finance Committee to see that this requirement is fulfilled, or to report specially as to the reasons for its non-fulfilment before recommending payment. Provided, however, that such special report as last herein mentioned may be embodied with the report by which payment of the amount in question is recommended. Provided also that in cases of special expenditure under section 82 of this "Part" of these By-laws the report directed by that section to be laid before the Council shall, if the outlay shall have been lawfully incurred, be deemed a sufficient certificate. And provided further that in regard to salaries and wages for officers, servants, and labourers employed at fixed rates of payment by order of the Council, the certificate of the Mayor of the amount due to any such officer, servant or labourer, and the order of such Mayor for payment of such amount shall be a sufficient authorization; and such certificates, memoranda, and authorizations shall be attached respectively to the report from the Finance Committee on the payments or outlays to which such certificates, memoranda, or authorizations have reference.

*Common Seal and Records of the Council.**Common Seal—How secured.*

83. The Common Seal shall be in the custody of the Mayor, or if found more convenient, it may, by resolution of the Council, be placed in charge of the Council Clerk, and shall be kept in such secured form as the Mayor may direct.

When and how Common Seal to be used.

84. The Common Seal shall not be attached to any paper or document, unless the same be signed by the Mayor, or, in case of his absence or illness, by two Aldermen duly authorized by resolution of Council.

How books of account are to be kept and inspected.

85. The Treasurer shall keep such books of account, and such records, statements, and memoranda of receipts and expenditure, in such manner and form as the Council may from time to time direct. It shall be the duty of the Finance Committee to inspect all such books of account, records, and statements, and memoranda, from time to time, to ascertain that the same are properly kept, and to report at once to the Council any act of neglect or appearance of inefficiency which they may have discovered in the keeping of the same; also, to report to the Council from time to time any changes which such Committee may think advisable in the mode of keeping the accounts.

Records of the Council defined—Provisions for proper keeping of same.

86. The minute-book, letter-book, and all rate and assessment books, books of account, records, statements, and memoranda of receipt and expenditure, electoral rolls and other records relating to elections, business papers, reports from Committees, minutes from the Mayor, petitions, letters on municipal business addressed to the Council or to the Mayor or to any officer or servant of the Council, orders, reports, returns, and memoranda relating to municipal business, drawings, maps, plans, contracts, specifications, agreements, and all other books and papers connected with the business of the Council, shall be deemed records of the Council. All such records other than the minute-book and other books, and other than electoral rolls and other records relating to elections, shall be numbered and filed in due order, and shall be duly registered by the Council Clerk in a book to be kept by him for that purpose. Upon the face of every document thus registered, to which there is any reference in the minute-book, there shall be a note of the page wherein it is so referred to. And when any order has been made by the Council, or a report has been brought up by any Committee thereof, in reference to any document so registered as aforesaid, a note of such order or report shall be made upon such document.

Impression of Seal, &c., not to be taken, &c., without leave of Council—Penalties.

87. No Alderman or Officer of the Council shall be at liberty to take any impression of the Corporate Seal, or to show, lay open, or expose any books or records of the Council to any person other than a member of the same, without leave from such Council, except as otherwise provided by law. Any member or officer of the Council who shall be guilty of a breach of this section shall be liable on conviction, for the first offence, to a penalty of not less than five shillings nor more than £2 (two pounds); for a second offence, to a penalty of not less than one pound nor more than ten pounds; and for a third and every subsequent offence, to a penalty of not less than five pounds nor more than twenty-five pounds.

Records not to be removed, &c.—Penalties—Exceptional cases—Receipt to be given in every case before document received—Proviso as to use of records as matter of evidence.

88. Any person removing any such book or other record of the Council as aforesaid, from the Council Chamber or the place where, by direction of the Council, such book or other record is usually kept, without leave for such removal having been first obtained from such Council, or without other lawful cause for such removal as hereinafter provided, shall, for every such offence, be liable to a penalty of not less than ten shillings nor more than ten pounds. And nothing herein contained shall be held to affect the further liability of any person who shall have removed such book or other record as aforesaid, and shall not have returned the same, to prosecution for stealing such book or record, or to an action at law for detention of the same as the circumstances of the case may warrant: Provided that leave for temporary removal of a book or other record may be granted to the Council Clerk or the Treasurer by the Mayor, in order that such Clerk or Treasurer may post up entries, prepare returns, or perform any other duty which it may be necessary that he should perform, also that the Mayor or the Chairman of any Committee, or any Alderman acting for any such Chairman, may temporarily remove any record necessary for the preparation of a minute or a report, or for the purposes of any prosecution or suit at law by, against, or at the instance of the Council; but in all such cases such Clerk, Treasurer, Mayor, Chairman or

Alderman, as the case may be, shall give a receipt under his hand for every document so removed, and every such receipt shall be carefully preserved among the records until the book or other record to which it refers shall have been returned, when such receipt shall be destroyed. And provided also that the Mayor, Council Clerk, or other officer of the Council who may be subpoenaed to produce any book or other record of the Council in a Court of Law, shall have the right to remove such book or other record for the purpose of obeying such summons, but shall return such book or record as speedily as may be, and shall before removing the same leave at the Council Chambers a receipt for such book or other record as aforesaid; and every such person so temporarily removing any book or other record of the Council as aforesaid shall be legally responsible for the safe keeping and return of the same.

Penalty for defacing or destroying records.

89. Any person destroying, defacing, or altering any record of the Council shall for every such offence be liable to a penalty of not less than five pounds nor more than fifty pounds.

Officers and Servants.

Notice to candidates.

90. No appointment to any permanent office at the disposal of the Council shall take place until public notice shall have been given inviting applications from qualified candidates for the same.

Mode of appointment.

91. Every such appointment may be made by ballot in such mode as may at the time be determined on by the Council.

Exceptional cases.

92. Nothing herein contained shall be held to prevent the appointment by the Council, without advertisement, of any salaried officer or servant of the Corporation to any other permanent office or employment at the disposal of the Council, to which no further salary is attached, or to prevent the appointment in like manner of any such officer or servant to any other office or employment of which the duties require only occasional attention, and are to be paid for by allowances proportionate to the extent of such duties, or to prevent any similar appointments or employment by the Mayor or by any Committee or officer of the Council of any such officer or servant under the authority of any By-law, or to prevent the employment as may be from time to time found necessary and as may be ordered by the Council, of any workmen or labourers on the public works of the Municipality.

Bonds for good conduct.

93. All bonds given by officers or servants of the Council for the faithful performance of their duties shall be deposited with the Mayor or the bankers of the Corporation as the Council may order, and no officer or servant of the Council shall be received as surety for any other such officer or servant.

Duties of officers and servants of the Council.

94. The duties of all officers and servants of the Corporation, other than the Council Clerk and Treasurer, shall be defined by such regulations as may from time to time and in accordance with law be made by the Council.

Duties of Council Clerk.

95. The Council Clerk, in addition to the duties which by the Municipalities Act of 1867, or by the present or any other By-laws thereunder, he may be required to perform, shall be the Clerk of all Revision Courts held in the Municipality under the provisions of the said Municipalities Act; he shall also, under the direction of the Mayor, conduct all correspondence which may be necessary on the part of the Council; he shall likewise have charge of all the records of such Council, except such books or documents as may (as hereinafter provided) be entrusted to any other officer, and shall be responsible for the safe keeping of the same. He shall generally assist the Mayor in carrying out the orders of the Council and the duties of such Mayor.

Duties of Treasurer, &c.

96. The Treasurer shall have charge of such books of account and other records of the Council as are mentioned in section 85 of this "Part" of these By-laws, and shall be responsible for the safe keeping of the same; any other officer of the Council may have any other records thereof committed to his charge by an order of the Council, and in such case shall be responsible for the safe keeping of such records.

Special powers of Mayor.

97. The Mayor shall exercise a general supervision over all officers and servants of the Corporation, and may order the preparation of any such return or statement, or the giving of any such explanation or information by any such officer or servant as he may think necessary, unless such return or statement shall have been already prepared, or such explanation or information already given, and such return, statement, or information is on record as hereinbefore provided; or unless the Council shall have expressly forbidden or dispensed with the preparation of such return or statement or the giving of such explanation or information. All such returns or statements as aforesaid shall be in writing, and shall be recorded. All such explanation or information may, except as hereinafter provided, be either rendered *vis à voce* or put into writing, as the Mayor may direct.

Mode of calling for Tenders.

98. Whenever it is decided that any work shall be executed or any material supplied, it shall be done or supplied by contract. Tenders for the execution of such work or the supply of such material shall be called for by public notice, as hereinafter provided.

Drafts of intended By-laws.

99. A draft of every intended By-law shall be in the office of the Council for at least seven days before such draft shall be taken into consideration by such Council, and shall be open to the inspection of any ratepayer who may desire to inspect the same, and public notice shall be given, as hereinafter provided, that such draft is so lying for inspection.

Motions for rescission of previous orders, &c.

100. Whenever a motion for the rescission of any order, resolution, or vote of the Council shall have been negatived, no other motion to the same effect shall be permissible until a period of three months shall have elapsed from the time of negativing such first-mentioned motion: Provided that nothing herein contained shall be held to prohibit the reconsideration and amendment of any proposed By-law which may have been submitted to the Governor for confirmation, and may have been remitted to the Council with suggested amendments of the same, or the passage, after due notice, as hereinbefore provided, and in due course of law, of any By-law for the repeal or amendment of any other By-law.

Lapsed business.

101. Whenever the consideration of any motion or matter of business shall have been interrupted, by reason of a quorum not having been present, the resumption of such consideration may be ordered by resolution of Council after due notice, and such consideration shall, in such case, be resumed at the point where it was so interrupted as aforesaid.

Suits and prosecutions for penalties, &c.

102. Such suits or informations for the enforcement of penalties for, or in respect of breaches of the Municipalities Act of 1867, or of any By-laws made thereunder, or of any Statute the operation of which may have been extended to the Municipality as may have been directed by the Council, or by the By-law Committee, or by the Mayor, to be commenced or laid, shall be so commenced or laid as follows, namely:—When against a member of the Council, or an Auditor, or any officer of the Corporation, by the Council Clerk, unless such Council Clerk shall be the officer to be proceeded against, and in such case by any other officer or person named by the Council for that purpose; when against any other person, by the officer to whom the carrying out of the statutory provisions or By-laws imposing the penalty sought to be enforced has been entrusted; and if there shall be no such officer, then by any such officer or person as shall be appointed for that purpose by the Council, or the By-laws Committee, or the Mayor, as the case may be, on directing such suit or information as aforesaid. And no such suit shall be brought or information laid as aforesaid against any member of the Council or Auditor, except by order of such Council, nor shall any similar proceeding be taken against any officer of the Council, except on the order of such Council or of the Mayor, nor against any other person, except upon the order of the Council, or of the Mayor, or of the By-law Committee. And no such suit shall be

directed to be brought, nor shall any such information be directed to be laid as aforesaid, except on an express resolution of the Council, in any case where the bringing of such suit or the laying of such information will be adverse to any previous direction by such Council, or where on the trial or hearing of any such suit or information the same shall have been dismissed on the merits: Provided that in any such case the conduct or prosecution of any such suit or information may, on the order of the Council or Mayor, be entrusted to an attorney.

How notices are to be published.

103. In all cases where public notice is or shall be required to be given by any By-law of any appointment, resolution, act, order, or regulation made, done, or passed, or proposed to be made, done, or passed, by the Council, or by any Committee thereof, or by the Mayor or any officer of the said Council, such notice shall be given and published by posting the same on the advertising boards furnished for that purpose, and erected in some conspicuous place in each Ward of the Municipality, except in special cases provided for under the Municipalities Act of 1867.

Penalty for defacing advertisements, &c.

104. Any person defacing or otherwise mutilating or destroying any notice, placard, advertisement, or order emanating from the Council, and bearing the Mayor's or any other officer's of the Council signature, and posted on the municipal advertising boards or other places within the Municipality, shall be liable to a penalty for every such offence of not less than five shillings nor more than five pounds.

Mode of proceeding in cases not provided for.

105. In all cases not herein provided for, resort shall be had to the rules, forms, and usages of the Legislative Assembly of New South Wales, so far as the same are applicable to the proceedings of the Council.

Power to suspend temporarily certain portions of these By-laws.

106. Any section or sections of these By-laws, or any portion or portions of such section or sections as are not hereinafter excepted, may be suspended by resolution or notice, at any meeting of the Council: Provided that there shall be a distinct statement in every such resolution, and in the notice of motion whereon the same shall have been adopted, of the purpose for which suspension is required, and that for every separate matter or business as to which such suspension is so required, there shall be a separate resolution as aforesaid: Provided also, that the following sections hereof shall never be suspended, nor shall any one of them, nor any portion of any of such sections, be suspended on any pretence whatever, namely, sections 5, 6, 7, 8, 9, 20, 21, 22, 23, 25, 26, 27, 29, 30, 31, 34, 38, 39, 42, 44, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 93, 97, 101, 103, 104, and 105.

PART II.

Sub-division and Change of Property.

Change of occupier—Sub-division of property.

1. If the owner, tenant, or occupier of any property within the Municipality for which he or she is assessed, shall give up the possession of such property, he or she shall, within seven days from the date of giving up the possession thereof, deliver to the Council Clerk a notice in writing, showing and setting forth the name and address in full of the person to whom possession of such property has been given. And if any property shall be sub-divided in the interval between one assessment and another, and let to two or more persons, the tenant or owner who previously occupied the whole of such property, or who is still in possession of a portion thereof, shall, within seven days from the time of such sub-division being made, deliver to the Council Clerk a notice in writing showing and setting forth the area, the rent, and the names in full of the occupier or occupiers of such sub-division; and any such owner, tenant, or occupier failing or neglecting to give such notice as is herein required shall, on conviction, forfeit and pay any sum not exceeding five pounds nor less than five shillings for every such offence.

PART III.

Collection and enforcement of rates—Times and modes of collection.

Rates under section 164 of the 31st Vic. No. 12, to be collected yearly or half-yearly.

1. All rates levied or imposed by the Council, under the provisions of section 164 of 31st Vic. No. 12, and for the purposes mentioned in the said section, shall be collected yearly or half-yearly, as may be determined upon from time to time by resolution of Council when fixing the rate for the municipal year.

Rates to be paid at the Council Chambers and other places.

2. All persons liable to pay any rates as aforesaid shall pay the amount thereof within the time prescribed by the Act or determined on by the Council, to the Treasurer, at the Council Chambers, Milton, and at such other place or places, and on such days and at such hours, as may be fixed by resolution of the Council.

Person served in error to return rate paper.

3. Any person who has been assessed, and served with a rate paper in error, shall, within fourteen days from the date of service thereof, return the same to the Council Clerk; failing which, he shall be liable to pay to the Council the amount of rate for which such assessment has been made.

Defaulters.

4. It shall be the duty of the Treasurer to furnish the Mayor with a list of the names of all persons whose rates are unpaid at the expiration of the times fixed for payment of the same as aforesaid.

Mayor to enforce payment.

5. It shall be the duty of the Mayor, after having first obtained sanction of the Council, to cause such defaulters to be sued for the amount of such rates in a Court of competent jurisdiction.

PART IV.

New roads to be reported on.

1. No new public road, street, way, park, or other place proposed to be dedicated to the public shall be taken under the charge and management of the Council until after such road, street, way, or park shall have been examined by the Committee for Works or Inspector of Works, and reported upon to the Council by such Committee or Inspector of Works.

Plan of proposed new road, &c., to be deposited.

2. Whenever any proprietor or proprietors of land within the said Municipality shall open any road, street, or way, or lay out any park or other place for public use or recreation through or upon such land, and shall be desirous that the Council shall undertake the care and management of such road, street or way, park or other place, he or they shall furnish the Council with a plan or plans signed by himself or themselves, showing clearly the position and extent of such road, street, way, park, or other place as aforesaid.

Dedication of new roads, &c.

3. If the Council shall determine to take charge of any such road, way, or other place as aforesaid, the plan or plans so signed as aforesaid shall be preserved as a record or records of the Council, and the proprietor or proprietors aforesaid shall execute such further instrument dedicating such road, way, park or other place to public use or recreation as aforesaid, as may be considered necessary by the Committee of Works or Council, and such further instrument of dedication shall also be preserved as a record of the Council.

Alignment of roads, and removal of encroaching fences.

4. The Council may at any time cause an alignment of any proclaimed road within the Municipality to be made, and shall cause a notice in writing, signed by the Council Clerk or other officer, to be served either personally or at the usual or last known place of abode of the occupier, tenant, or owner of any land, fence, wall, or other erection whereof projects or encroaches on any such road, or any path thereof, to remove such fence, wall, or other erection within three months from the date of service of such notice; and if such fence, wall, or other erection be not removed within the time herein required, it shall be lawful for the Council to cause the removal thereof at the cost of such occupier, tenant, or owner; and such occupier, tenant, or owner failing or neglecting to remove

such fence, wall, or other erection within the time herein required, after service of notice as aforesaid shall, on conviction for every such offence, forfeit and pay in addition to the cost of removing such fence, wall, or other erection any sum not less than one pound nor more than ten pounds.

Removal of fallen trees, &c.

5. If any tree, or part of any tree, shall fall on or across any public road within the Municipality from any land by which such road is bounded, it shall be lawful for the Mayor, or any Alderman, or officer of the Council to give notice in writing to the occupier, tenant, or owner of such land to remove such tree or the part of any tree forthwith; and if such occupier, tenant, or owner on whom notice has been served as aforesaid shall fail or neglect to remove such tree or the part of any tree, the Mayor, Alderman, or officer giving any notice may cause such tree or the part of any tree to be removed; and the occupier, tenant, or owner on whom notice has been served as aforesaid shall on conviction forfeit and pay for every such offence a sum of not more than two pounds nor less than five shillings over and above the cost of removing such tree or the part of any tree.

No turf, gravel, &c., to be removed from any streets or roads without permission.

6. Any person who shall form, dig, or open any drain or sewer, or remove or cause to be removed any turf, clay, sand, soil, gravel, stone, or other material in or from any part of the carriage or foot way of any street, road, or other public place within the said Municipality, without leave first had and obtained from the Council, or who shall break up or otherwise damage any such carriage or foot way, shall on conviction forfeit and pay for every such offence any sum not exceeding five pounds nor less than one pound.

Entrances to public roads to have water-tables kept free from obstruction.

7. Where an entrance has been made from any land by the occupier, tenant, or owner thereof to any public road within the Municipality, and the traffic caused by such entrance crosses the water-table of such public road, the occupier, tenant, or owner of any such land from which such entrance is made shall keep the said water-tables for a reasonable distance on each side clear of all obstructions, failing to do the same he or she shall on conviction forfeit and pay any sum not exceeding five pounds for every such offence in addition to the cost of clearing such water-tables as aforesaid.

Temporary stoppage of traffic for repairs, &c.

8. The Council, or any officer or person acting thereunder, being duly authorized, may at any time cause the traffic on any road, street, lane, or thoroughfare, or any portion thereof, to be stopped, for the purpose of repairing the same, or for any necessary purpose; and any person or persons offending against this By-law, either by travelling on such road, street, lane, or thoroughfare, or by removing or destroying any obstructions that may be placed thereon for the purpose of suspending the traffic, shall forfeit and pay a penalty of any sum not exceeding five pounds for every such offence.

Drawing or trailing timber, &c.

9. Any person who shall haul or draw, or cause to be hauled or drawn, upon any part of any street, road, or public place within the said Municipality, any timber, stone, or other thing otherwise than on wheeled vehicles or barrows, or shall suffer any timber, stone, or other thing which shall be carried principally or in part upon any wheeled vehicle or barrow, to drag or trail upon any part of such street, road, or public place to the injury thereof, or to hang over any part of any such vehicle or barrow, so as to occupy or obstruct the street or road beyond the breadth of the said vehicle or barrow, or shall lock any wheel of any vehicle to the injury of such street or road, shall, upon conviction, forfeit and pay for every such offence a sum of not more than forty shillings nor less than five shillings, over and above the amount of damages occasioned thereby.

Driving carriages, &c., on footway.

10. Any person who shall throw, cast, or lay, or shall cause to be thrown, cast, or laid, or to remain, any ashes, rubbish, offal, dung, soil, dead animal, blood, or other filth or annoyance, or any matter or thing, in or upon the carriageway or footway of any street, road, or other public place in the said Municipality, or shall kill, slaughter, dress, scald, or cut up any beast, swine, calf, sheep, lamb, or other animal in or so near to any such street, road, or other public place, as that any blood or filth shall

run or flow upon or over, or be on any or either of any such carriage or foot way, or shall run, roll, drive, draw, place, or cause, permit, or suffer to be run, rolled, driven, drawn, or placed upon any of the said footways of any such street, road, or public place, any waggon, cart, dray, sledge, or other carriage, or any wheel, wheelbarrow, handbarrow, or truck, or any hogshead, cask, or barrel, or shall wilfully lead, drive, or ride any horse, ass, mule, or other beast upon any such footway, shall, upon conviction, forfeit and pay,—for the first offence, a sum not exceeding forty shillings nor less than five shillings; for the second offence, a sum not exceeding five pounds nor less than ten shillings; and for a third and every subsequent offence, a sum not exceeding ten pounds nor less than one pound for each offence.

Cattle, &c., straying on roads and streets.

11. Any person who shall suffer any kind of cattle, horse, mule, ass, swine, sheep, or goat, belonging to him or her, or under his or her charge, to depasture, stray, go about, or to be tethered in or on any street, road, or public place within the said Municipality, shall forfeit and pay, in respect of every such offence, any sum not exceeding two pounds nor less than five shillings.

Careless driving, &c.

12. If the driver of any waggon, cart, dray, or coach, or other carriage whatsoever, meeting any other carriage, shall not keep his waggon, cart, dray, or coach, or other carriage, on the left or near side of the said street or thoroughfare, or if any person shall in any manner wilfully prevent any other person or persons from passing him or her, or any carriage under his or her care, upon such road, street, or thoroughfare, or by negligence or misbehaviour prevent, hinder, or interrupt the free passage of any carriage or person in or upon the same, every such driver or person so offending shall, upon conviction, forfeit and pay any sum not exceeding forty shillings.

Riding or driving furiously, &c.

13. Any person who shall ride or drive through or upon any street, road, or public place within the Municipality, so negligently, carelessly, or furiously that the safety of any other person shall or may be endangered, shall, on conviction, forfeit and pay a sum not exceeding ten pounds nor less than two pounds for every such offence.

Erection and removal of fences.

14. Any person who shall erect any fence, or remove any existing fence, on the side of any road within the Municipality, without first giving the Council seven days notice in writing, such person shall, on conviction for every such offence, forfeit and pay any sum not exceeding five pounds.

Filling in water-tables, or diverting flow of water.

15. Any person who shall fill in, or cause to be filled in or choked up any water-table, culvert, or water escape on any road within the Municipality, or on land through which such water escape passes, or shall in any way divert the flow of water without the sanction of the Council, shall on conviction for every such offence forfeit and pay any sum not exceeding ten pounds.

Dangerous trees, &c., to be removed.

16. If any tree, building, or other erection shall be standing in such a tottering or dangerous state on any land within such a distance of any road within the Municipality as shall or may in the falling thereof, or any part thereof, endanger the life or lives of any person or persons passing along such road, it shall be lawful for the Council or the Mayor to cause a notice to be served on the owner, tenant, or occupier of such land to remove any such tree, building, or other erection; and if such person on whom notice as aforesaid has been served shall fail, neglect, or refuse to remove any such tree, building, or other erection, forthwith, he shall on conviction for every such offence forfeit and pay any sum not exceeding ten pounds; and the Court may authorize the Council to cause the removal of any such tree, building, or other erection forthwith at the cost of such owner, tenant or occupier, in addition to any penalty that may be inflicted upon him as aforesaid.

PART V.

Extirpation of weeds.

Council may cause officer to inspect lands and report on the same.—
Notice to be served.

1. The Council may at any time cause an inspection of all lands within the Municipality to be made by an officer appointed for the purpose, whose duty it shall be, on making such inspection, to report to the Council on the state of the growth of the Scotch thistle, the Bathurst burr, the cotton plant, or other weeds that may be detrimental to good husbandry in all such lands; and the Council may direct such officer to serve a notice signed by the Council Clerk or other officer on the owner, tenant, or occupier of any such lands to destroy all such weeds within a reasonable time, not being more than sixty days nor less than seven days from the date of the service of such notice; and if such owner, tenant, or occupier shall fail or neglect to destroy all such weeds as aforesaid within the time required by such notice, he or she shall on conviction for every such offence forfeit and pay any sum not less than one pound nor more than ten pounds for every such offence; and the Court may order all such weeds to be destroyed at the expense of such owner, tenant, or occupier forthwith, in addition to any penalty that may be inflicted upon him or her as aforesaid.

Passed and adopted by the Municipal Council of the Municipal District of Ulladulla, this 22nd day of March, in the year of our Lord one thousand eight hundred and seventy-five.

DAVID WARDEN,
Mayor.

By order of the Council,
JEWELL RUTTER,
Council Clerk.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(MUNICIPAL DISTRICT OF TENTERFIELD—BY-LAWS.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 9th July, 1875.

MUNICIPAL DISTRICT OF TENTERFIELD.

BY-LAWS.

THE following By-laws, made by the Council of the Municipal District of Tenterfield, for the regulation of Public Pounds within that Municipality, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

THE following By-laws made by the Council of the Municipal District of Tenterfield, for the regulating of Public Pounds within the Municipality—

1. That the following shall be the scale of charges for sustenance in the Public Pound from and after this date:—

For every horse, mare, gelding, filly, ass, mule, or foal over six months old, one shilling and three-pence per head per day.

For every bull, cow, heifer, steer, or calf over six months old, one shilling and three-pence per head per day.

For every ram, ewe, wether, or lamb over six months old, two-pence per head per day.

For every goat, two shillings and sixpence per day.

For every pig, two shillings and sixpence per day.

Provided that every foal, calf, or lamb, not accompanying its dam, be charged for at the same rate as horses, cattle, or sheep.

2. That the Poundkeeper, in accordance with section 6 of the Impounding Act, shall, on the first general meeting of the Council in every month, attend and produce all printed instructions received from the Government, together with the Pound-book, when the same shall be examined by the Council; and the Council Clerk shall be instructed to give notice each month to the Poundkeeper to secure his attendance.

3. That no greater number than twenty head of horses or twenty head of cattle, or one hundred and fifty head of sheep, or a total of twenty head of mixed beasts shall be kept for sustenance in the paddock at present in use, adjoining the Public Pounds (except under a case of emergency, permission for which shall be applied for by the Poundkeeper, and granted by the Mayor); should a greater number of horses or cattle be in the charge of the Poundkeeper, he shall remove such number in excess of that mentioned, to some other secure place for sustenance, or herd them out during the day time.

4. That the permission to be given to the Poundkeeper for the sale of horses, or sheep, or any other animals under the section 29 of the Impounding Act, shall be vested in the Mayor from and after the passing of this By-law.

Made and approved by the Council of the Municipal District of Tenterfield, on the 26th day of April, one thousand eight hundred and seventy-five.

Jno. SIMONS, Council Clerk.

EDWARD R. WHEREAT,
Mayor.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BY-LAW—MUNICIPAL DISTRICT OF GERRINGONG.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office.
Sydney, 15th July, 1875.

MUNICIPAL DISTRICT OF GERRINGONG.

BY-LAW.

THE following By-law, made by the Council of the Municipal District of Gerringong, for the extirpation of noxious weeds in that Municipality, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, is published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

EXTIRPATION OF WEEDS.*Repeal of existing By-law.*

1. Part VI of the Council's By-laws which relates to the extirpation of noxious weeds is hereby repealed.

2. The Council may at any time cause an inspection of all lands within the Municipality to be made by an officer appointed for the purpose, whose duty it shall be, on making such inspections, to report to the Council on the state of the growth of the Scotch thistle, the Bathurst burr, the cotton plant, or other weeds that may be detrimental to good husbandry on all such lands, and the Council may direct such officer to serve a notice signed by the Council Clerk or other officer on the owner, tenant, or occupier of any such lands to destroy all such weeds within a reasonable time, not being more than sixty days nor less than seven days from the date of the service of such notice; and if such owner, tenant, or occupier, shall fail or neglect to destroy all such weeds as aforesaid within the time required by such notice, he or she shall on conviction for every such offence forfeit and pay any sum not less than five shillings nor more than ten pounds for every such offence; and the Court may order all such weeds to be destroyed at the expense of such owner, tenant, or occupier forthwith, in addition to any penalty that may be inflicted upon him or her as aforesaid.

Made and passed by the Municipal Council of Gerringong, this 24th May, 1875.

ROBT. MILLER,
Mayor.

JAMES SOMERVILLE, Council Clerk.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BY-LAWS—NOWRA AND BOMADERRY AND BROUGHTON CREEK.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 29th July, 1875.

MUNICIPAL DISTRICTS OF NOWRA AND BOMADERRY AND BROUGHTON CREEK.

BY-LAWS.

The following By-laws for the leasing and regulating the Bomaderry Ferry, made by the joint Councils of the Municipal Districts of Nowra and Bomaderry and Broughton Creek, having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the requirements of the Municipalities Act of 1867.

JOHN ROBERTSON.

BY-LAWS—FOR THE LEASING AND REGULATING THE BOMADERRY FERRY, AND FOR THE DUE PERFORMANCE AND OBSERVANCE OF THE FOLLOWING CONDITIONS:—

1. The joint Councils shall by resolution lease the said Ferry for a period of not less than one year or more than five years.
2. All leases shall be let by tender, the highest or any tender not being necessarily accepted. Such lease shall be advertised in some paper circulating in the Municipalities, and giving not less than fourteen days notice.
3. The Lessee shall name two sureties in his tender for the due performance of the duties connected with the Ferry, and also for his ability for the work at the Ferry, combined with sobriety and civility, and shall enter into a Bond within seven days to the amount of three hundred pounds, himself in one hundred pounds and two sureties in one hundred each, such sureties to be approved of by the Councils; all expenses connected with the letting of the Ferry to be paid by the Lessee.
4. The Lessee shall pay the rent monthly in advance, upon such days as may be fixed in the lease, to such person as the Councils may appoint to collect the same. In default of payment the lease will become void and forfeited.
5. The Lessee will be compelled to have sufficient help to work the punt, boat, and other appliances, whether public or private, for the conveyance of traffic, and shall be accountable also for the proper conduct of his servants in his employ, and without unnecessary delay for the convenience and accommodation of the public.
6. The Lessee shall immediately, on taking possession, put up in some conspicuous place at or near the Ferry, a table painted in distinct and legible letters, containing at the top the name of the Ferry and a list of all tolls and dues payable thereat, with the name of the Lessee.
7. No tolls or dues shall be demanded or taken in addition to those provided in the Schedule annexed to these By-laws, and no tolls or dues shall be demanded in respect of any horses or carriages or in respect of any person attending a funeral, or from any Minister of Religion, or from any person or persons going to or returning on Sundays, Good Friday, or Christmas Day, from the different places of worship, during the hours of between $\frac{1}{2}$ past 9 and 11 a.m. and $\frac{1}{4}$ past 1 and $\frac{1}{4}$ past 2 p.m., or from any person or persons conveying Her Majesty's Mails, or from any Officer of Police, or from any member or officer of the Councils, while upon the business of the Councils.

8. Any person who shall be guilty of a breach of these By-laws shall be deemed guilty of an offence, and shall be liable to a fine not exceeding five pounds, to be recovered before any two Justices of the Peace in Court of Petty Sessions assembled.

9.

Schedule of Tolls.

	s.	d.
For every foot passenger	0	3
For every child attending school	0	1
For every horse, mare, gelding, ass, or mule	1	0
For every dray, cart, waggon, carriage, or other vehicle	2	0
For every vehicle drawn by one horse.....	2	6
For every vehicle drawn by two horses	3	0
And for every additional horse.....	0	6
For every ox or head of neat cattle not exceeding ten	0	9
Every additional head over ten	0	6
For every sheep, lamb, pig, or goat, not exceeding ten	0	2
Every additional head over ten.....	0	1

The above tolls to be doubled from midnight to sun-rise.

10. That it shall be lawful for the joint Councils, in the event of the Lessee being convicted under the Toll and Ferry Act 2nd Will. IV, No. 12, or 14 Vic., No. 5, to annul and make void the lease under which the said Lessee may hold the said Ferry from said Councils, and resume possession of the ferry and appurtenances thereto belonging without any hindrance or obstruction from said Lessee or any person on his behalf.

Passed by the Nowra Municipal District Council and the Broughton Creek and Bomaderry Municipal District Council at the conference meeting, held this 2nd day of April, 1875.

Signed on behalf of the respective Councils,—

HENRY MOSS,
Mayor of Nowra Municipal District.JOSEPH TINDALL,
Mayor of Bomaderry and
Broughton Creek Municipal District.

1875.

NEW SOUTH WALES.

MUNICIPALITIES.

(BOROUGH OF BURWOOD—BY-LAWS.)

Presented to Parliament, pursuant to Act 31 Vict. No. 12, sec. 158.

Colonial Secretary's Office,
Sydney, 10th August, 1875.

BOROUGH OF BURWOOD.

BY-LAWS.

The following By-Laws, made by the Council of the Borough of Burwood, to regulate their own proceedings, to determine the times and mode of collecting and enforcing rates, and relating to streets and public places, public health and decency, noisome and offensive trades, &c., having been confirmed by His Excellency the Governor, with the advice of the Executive Council, are published in accordance with the "Municipalities Act of 1867."

JOHN ROBERTSON.

BOROUGH OF BURWOOD.—BY-LAWS.

PART I.

*Regulation of proceedings.**Days of ordinary meeting.*

1. The Council shall meet every alternate Thursday, at the hour of half-past seven in the evening, or at such other day and at such hour as may by resolution of the Council be from time to time appointed.

Course of procedure.

2. The following shall be the course of procedure at such meetings, viz. :—

- (1.) The reading and confirmation of the minutes of the previous meeting.
- (2.) The reading of official correspondence.
- (3.) The presentation of petitions.
- (4.) Reports brought up from Committees.
- (5.) Motions of which notice has been given.
- (6.) Orders of the day.
- (7.) Such other business as may lawfully be brought before the Council.

Petitions.

3. All petitions shall be received as the petitions of the persons signing the same only, and it shall be incumbent on any Alderman presenting a petition to acquaint himself with the language thereof, and to report to the Council that he considers it unobjectionable.

Petitions and correspondence may be dealt with without previous notice.

4. The Council may at any meeting resolve, without previous notice, that any petition be received, and that the same, or any correspondence read, be referred to a Committee.

Mayor to preserve order.

5. The Mayor shall preserve order, and may at any time call to order any Alderman who may appear to him to be out of order.

Calls to order.

6. Any Alderman may at any time call the attention of the Mayor to any Alderman being out of order, or to any other point of order.

Mayor's decision on points of order final.

7. Every point of order shall be taken into consideration immediately upon its arising, and the decision of the Mayor thereon shall be conclusive.

Mayor may take part in proceedings.

8. The Mayor may take part in all the proceedings of the Council.

Questions put by Mayor.

9. The Mayor shall put all questions first in the affirmative and then in the negative, and may do so as often as may be necessary to enable him to determine the sense of the Council thereon, and thereupon he shall declare his decision, which shall be final.

Mayor to decide as to pre-audience of Aldermen.

10. If two or more Aldermen rise to speak at the same time, the Mayor shall decide which of them shall be entitled to pre-audience.

No Alderman to speak twice on the same question or amendment except in Committee.

11. No Alderman shall speak twice on the same question unless in Committee, or in explanation where he shall have been misrepresented or misunderstood: Provided that any Alderman, although having previously spoken, may speak once on every amendment; and that the mover of every question shall always have the right of final reply.

No Alderman to make personal reflections.

12. No Alderman shall digress from the matter under discussion, or make personal reflections on or impute motives to any other Alderman.

No Alderman to speak for more than ten minutes.

13. No Alderman to speak upon any motion or amendment for a longer period than ten minutes, without the consent of the Council.

Alderman using offensive expressions to apologise.

14. When any Alderman shall make use of any language or expression offensive or capable of being applied offensively to any other Alderman, the Alderman offending shall be required by the Mayor, or if in Committee, by the Chairman of such Committee, to withdraw such language or expression, and to make an apology satisfactory to the Council.

Debate may be adjourned.

15. A debate may be adjourned to a later hour of the same day, or to another day.

Alderman adjourning debate entitled to precedence on resumption.

16. The Alderman upon whose motion any debate shall be adjourned shall be entitled to precedence on the resumption of the debate.

Division.—Penalty for refusing to vote.

17. Any Alderman shall be at liberty to call for a division; in such case the question shall be put first in the affirmative and then in the negative; and the Aldermen shall vote by show of hands, and the names and votes of the Aldermen present shall be recorded. Any Alderman who shall be present when a division is called for, and shall not vote on such division, not being disabled by law from so voting, shall be liable for every such offence to a penalty of not less than five shillings, nor more than forty shillings.

Divisions to be entered on minutes.

18. All divisions of the Council shall be entered on the minutes of the proceedings.

Question to be read when required.

19. Any Alderman may require the question or matter under discussion to be read for his information, and upon such request the question or matter under discussion shall be read.

How amendments to be put.

20. When a motion in Council shall have been made and seconded, any Alderman shall be at liberty to move an amendment thereon, but no such amendment shall be discussed unless and until it be seconded. No motion or amendment shall be discussed until it shall have been reduced into writing. If an amendment be carried the question as amended thereby shall become itself the question before the Council, whereupon any further amendment upon such question may be moved. If any amendment, either upon an original question or upon any question amended as aforesaid, shall be negatived, then a further amendment may be moved to the question to which such first-mentioned amendment was moved, and so on: Provided that not more than one question and one proposed amendment thereof shall be before the Council at any one time.

Adjournments.

21. Any motion for adjournment, if seconded, shall be immediately put without discussion, but if such motion be negatived it shall not be competent for any member to make a similar motion until thirty minutes shall have elapsed from the period of moving the motion which shall have been so negatived.

Motions must be seconded.

22. No notice shall be taken by the Mayor of any motion unless it be seconded.

Motions to be in writing and not withdrawn without leave.

23. The Council Clerk shall put every motion into writing, which shall be signed by the mover; and every motion when seconded and read by the clerk shall be considered the property of the Council and shall not be withdrawn without leave of the Council.

Council Clerk to give notice of Committee Meetings.

24. The Council Clerk shall call a meeting of any committee when requested so to do by the Chairman or any two members of such committee.

Duration of Special Committee.

25. The appointment of special committees shall continue until the specific duty for which they shall have been appointed shall have been discharged: Provided that such Committees may at any time be dissolved by vote of the Council.

Rules observed in Committee of the Whole, except &c.

26. The Rules of the Council shall be observed in a committee of the whole Council, except the rule limiting the number of times of speaking.

Report of Committee to be signed by Chairman.

27. Every report of a committee shall be signed by the Chairman thereof.

Proceedings.—By-laws may be suspended on emergency.

23. Any of these By-laws relating to or affecting proceedings at meetings of the Council may be suspended *pro tempore* in cases of emergency if all the members of the Council then present shall deem such suspension necessary.

Protection of Funds and Records.

Officer of Council may not be surety.

29. In cases where security is required by the Municipalities Act it shall not be competent for the Council to accept as surety any of their members nor any person holding office under the Council.

Treasurer's accounts to be laid before Council.

30. The Treasurer's accounts shall be laid before the Council once in each month or oftener if required by the Council.

Expense of proposed works to be first ascertained—Accounts to be examined by Finance Committee.

31. No work affecting the funds of the Municipality shall be undertaken until the probable expense thereof shall have been previously ascertained by the Council and all accounts to be paid by the Council shall be examined by a Finance committee and reported on by them before any warrant shall be issued for the payment thereof.

Mayor and two Aldermen may authorize expenditure of £10 on emergent works.

32. The Mayor and any two Aldermen, or in the absence of the Mayor from the Municipality, any three Aldermen, may, in writing, order any sum not exceeding ten pounds to be expended in repairing any public work under the control of the Council which may be suddenly damaged: Provided it shall appear to them that such repair cannot be delayed until the next sitting day of the Council; and they may appoint a proper person to execute such repairs: Provided always, that the making of such order shall be reported at the next meeting of the Council; and provided also, that not more than one such order shall be made between the termination of one meeting and the commencement of another.

Records, &c., to be kept private.

33. Excepting as otherwise provided by law if any person shall, without the permission of the Council first had and obtained, show, lay open, or expose any of the books, papers, or records of the Council to any person, not being a member of the Council, the person so showing, laying open, or exposing the said books, papers, or records shall, on conviction thereof, forfeit and pay a penalty of not less than ten shillings, nor more than five pounds, and on every subsequent conviction a penalty of not less than two pounds.

Custody of records, seal, &c.

34. The common seal and all charters, deeds, muniments, papers, and records of the Council shall be kept in the Council Chambers or office of the Council, in the custody of the Council Clerk, unless the Council shall otherwise order, for any purpose, and the common seal shall not be used without the express authority of the Council, and every impression thereof so authorized shall be verified by the signature of the Mayor and Council Clerk.

Records, &c., not to be defaced or altered.

35. Any person who shall deface, alter, or destroy, or attempt to deface, alter, or destroy any such common seal, charter, deed, muniment, paper, or record shall, on conviction thereof, forfeit and pay for the first offence a penalty not exceeding fifty pounds, nor less than five pounds, and upon every subsequent conviction a penalty of not less than twenty pounds.

Nor removed.

36. Any person who shall remove or attempt to remove any such seal, charter, deeds, muniment, paper, or record from the Council Chamber, without leave from the Council first had and obtained, shall, on conviction thereof forfeit and pay a penalty of not more than twenty pounds, nor less than two pounds, and for every subsequent offence a penalty of not less than five pounds.

Duties of Council Clerk.

37. The Council Clerk shall perform all the duties which the Municipalities Act of 1867, or by the present or any other By-laws thereunder, he may be required to perform. He shall be the Clerk of all Revision Courts held in the borough under the provisions of the Municipalities Act. He shall also, under the direction of the Mayor, conduct all correspondence which may be necessary on the part of the Council, and shall generally assist the Mayor in carrying out the orders of the Council and the duties of such Mayor.

Special powers of Mayor.

38. The Mayor may from time to time define the duties of all officers and servants of the Corporation, and shall exercise a general supervision over all such officers and servants, and may order the preparation of any such return or statement, or

the giving of any such information by any such officer or servant as he may think necessary, unless the Council shall have expressly forbidden or dispensed with the preparation of such return or statement, or the giving of such explanation or information.

PART II.

COLLECTION AND ENFORCEMENT OF RATES.

Times and modes of collection.

Rates under section 164 of the 31st Vic. No. 12, to be collected half-yearly.

1. All rates levied or imposed by the Council under the provisions of section 164 of the Municipalities Act of 1867, and for the purposes mentioned in the said section, shall be collected by half-yearly instalments. Each such instalment shall as to every such rate, and every such instalment thereof, be held to be due and payable on and after such days as the Council shall by resolution appointed at the time of making or imposing such rate.

Special rates.

2. All rates levied or imposed by the Council under sections 165, 166, and 167, of the said Municipalities Act of 1867, and for the purposes mentioned in the said sections, or under the provisions of any of the said sections, or for any of the purposes mentioned therein, shall be collected in such manner, and shall be held to be due and payable on and after such day or days as the Council may by resolution, at the time of making or imposing such rates or any of them, have appointed.

Rates to be paid at the Council Chambers.

3. All persons liable to pay any rates as aforesaid, shall pay the amount thereof within the time prescribed by the said Act, into the Council Chambers, during office hours, that is to say, from half-past 5 to 7 o'clock every Thursday evening.

Defaulters.

4. It shall be the duty of the Council Clerk to furnish the Mayor with a list of the names of all persons whose rates are unpaid at the expiration of the times fixed for payment of the same as aforesaid.

Enforcement by distress.

Mayor to enforce payment.

5. It shall be the duty of the Mayor to lay such list before the Council; and the Council may cause such defaulters to be sued for the amount of such rates in a Court of competent jurisdiction, or cause distress warrants to issue against all such persons, and cause such warrants to be enforced.

Bailiff.

6. The bailiff shall be appointed by the Council, and shall give such security as the Council shall approve, for the faithful performance of the duties of such office.

Bailiff's sureties.

7. The bailiff shall find two sureties to the satisfaction of the Mayor to the extent of twenty-five pounds each for the faithful performance of his duty.

Duty of Bailiff.

8. It shall be the duty of the bailiff to make all levies by distress for the recovery of rates in the manner hereinafter provided.

Warrant of Distress.

9. All levies and distresses shall be made under warrant in the form of schedule A hereto, under the hand of the Mayor or any Alderman who may for the time being be duly authorized to perform the duties of that office.

Distress and Sale, &c.

10. If the sum for which any such distress shall have been made shall not be paid with costs as hereinafter provided on or before the expiration of five days, the bailiff shall sell the goods so distrained, or a sufficient portion thereof by public auction either on the premises or at such other place within the said Borough as the bailiff may think proper to remove them to for such purpose, and shall pay over the surplus (if any) that may remain after deducting the amount of the sum distrained for, and costs as hereinafter provided, to the owner of the goods so sold on demand of such surplus by such owner.

Inventory.

11. At the time of making a distress the bailiff shall make out a written inventory in the form of schedule B hereto, which inventory shall be delivered to the occupant of the land or premises or the owner of the goods so distrained, or to some person on his or her behalf, resident at the place where the distress shall be made; and in case there shall be no person at such place with whom such inventory can be left as aforesaid, then such inventory shall be posted on some conspicuous part of the land or premises on which the distress is made, and the bailiff shall give a copy of the inventory to the ratepayer on demand at any time within one month after making such distress.

Goods may be Impounded.

12. The bailiff on making a distress as aforesaid may impound or otherwise secure the goods or chattels so distrained, of what nature or kind soever, in such place or places or in such part of the land or premises chargeable with rates as shall be most fit and convenient for this purpose; and it shall be lawful for any person whomsoever, after the expiration of the five days as hereinbefore mentioned, to come and go to and from such place or part of the said land or premises where such goods or chattels shall be impounded and secured as aforesaid in order to view and buy and in order to carry off and remove the same on account of the purchaser thereof.

Owner to direct order of sale.

13. The owner of any goods or chattels so distrained upon may, at his or her option, direct and specify the order in which they shall be successively sold, and the said goods or chattels shall, in such case, be put up for sale according to such direction.

Proceeds of distress.

14. The bailiff shall hand over to the Council Clerk all proceeds of every such distress within twenty-four hours after having received the same.

Costs.

15. There shall be payable to the bailiff for the use of the Council for every levy and distress made under this by-law the costs and charges in the schedule herunto annexed, marked C.

SCHEDULE A.

Warrant of distress.

I, Mayor of the Borough of do hereby authorize you the bailiff of the said Municipality to distrain the goods and chattels in the dwelling-house (or in and upon the land and premises) of situate at for being the amount of rates due to the said Borough, to the day of for the said dwelling-house (or land or premises, as the case may be) and to proceed thereon for the recovery of the said rates, according to law.
Dated this day of 187 Mayor.

SCHEDULE B.

Inventory.

I have this day, in virtue of the warrant under the hand of the Mayor of the Borough of dated distrained the following goods and chattels in the dwelling-house (or in and upon the land and premises) of situate at within the said Borough, for being the amount of rates due to the said Borough to the day of 187 .
Dated this day of 187 Bailiff.

SCHEDULE C.

Costs.

	s.	d.
For every warrant of distress	2	0
For serving every warrant and making levy where the sum is not more than £20 ..	2	0
Above that sum, in addition for every £1 ..	0	1
For making and furnishing copy of inventory ..	2	0
For man in possession, each day, or part of a day	5	0
For sale, commission, and delivery of goods, per pound on proceeds of the sale	1	0

PART III.

STREETS AND PUBLIC PLACES.—PUBLIC HEALTH AND DECENCY, &c.

Streets, &c.

New roads to be reported upon.

1. No new public road, street, way, park, or other place proposed to be dedicated to the public shall be taken under the charge and management of the Council until after such road, street, way, or park shall have been examined by the Committee for Works and reported upon to the Council by such Committee.

Plans of proposed new road, &c., to be deposited.

2. Whenever any proprietor or proprietors of land within the said Borough shall open any road, street, or way, or lay out any park or other place for public use or recreation, through or upon such land, and shall be desirous that the Council shall undertake the care and management of such road, street, way, park, or other place, he or they shall furnish the Council with a plan or plans, signed by himself or themselves, showing clearly the position and extent of such road, street, way, park, or other place as aforesaid.

Dedication of new road, &c.

3. If the Council shall determine to take charge of any such road, way, or other place as aforesaid, the plan or plans, so signed as aforesaid, shall be preserved as a record or records of the Council, and the proprietor or proprietors aforesaid shall execute such further instrument dedicating such road, way, park, or other place to public use or recreation as aforesaid, as may be considered necessary by the Committee for Works or General Purposes; and such further instrument of dedication shall also be preserved as a record of the Council.

Committee for Works to fix street levels, &c.

4. The Committee for Works, or any officer or person acting under the supervision of such Committee shall, subject to such orders as shall from time to time be made by the Council in that behalf, fix and lay out the levels of all public roads, streets, and ways within the Borough and the carriage and foot ways thereof; and it shall be the duty of such Committee, officer, or person to place posts at the corners or intersections of any such public roads and streets, and of the carriage-ways and foot-ways of such roads and streets, wherever the same may be considered necessary or desirable by the Council. Provided that there shall be no change of level in any such public road, street, or way, until the same shall have been submitted to and adopted by the Council, as hereinafter directed.

Change of street levels.

5. Whenever it may be deemed necessary to alter the level of any such public road, street, or way, as aforesaid, the Committee for Works shall cause a plan and section showing the proposed cuttings to be exhibited at the Council Chamber for fourteen days, for the information and inspection of ratepayers, and shall notify, by advertisement in some newspaper circulating in the Borough, that such plan is so open to inspection. At a subsequent meeting of the Council the said plan and section shall, if adopted, be signed by the Mayor or Chairman, and the proposer and seconder of the motion for such adoption, and countersigned by the Council Clerk. And such plan and section so signed and countersigned shall be a record of the Council.

No turf, gravel, &c., to be removed from streets without permission.

6. Any person who shall form, dig, or open any drain or sewer, or remove or cause to be removed, any turf, clay, sand, soil, gravel, stone or other material, in or from any part of the carriage or foot way of any street or other public place within the said Borough, without leave first had and obtained from the Council, or who shall wantonly break up or otherwise damage any such carriage or foot way shall, on conviction, forfeit and pay for every such offence any sum not exceeding five pounds, nor less than one pound.

Holes to be enclosed.

7. Any person or persons who shall dig or make, or cause to be dug or made, any hole, or leave or cause to be left any hole, adjoining or near to any street or public place within the said Borough, for the purpose of making any vault or vaults, or the foundation or foundations to any house or other building, or for any other purpose whatsoever, or shall erect or pull down any building, and shall not forthwith enclose the same and keep the same enclosed in a good and sufficient manner, to the satisfaction of the Committee for Works of the said Borough, or shall keep up or cause to be kept up and continued any such enclosure for any time which shall be longer than shall be absolutely necessary in the opinion of the said Committee, and shall not place lights upon each side of the said enclosure, and keep the same constantly burning from sunset to sunrise during the continuance of such enclosure, shall forfeit and pay for every such refusal or neglect any sum not being less than forty shillings, nor exceeding five pounds.

Upon spaces and steps adjoining the footways to be enclosed under penalty.

8. Every owner or occupier of any house, building, premises, or land, within the said Borough, having any entrance area, garden, or other open space, or any vacant building lot, water-hole, or excavated space, adjoining the footway of any street or public place in such Borough, shall protect and guard the same by good and sufficient rails, fences, or other enclosures, so as to prevent danger to persons passing and repassing; and every such owner or occupier of any such house, building, premises, or land, having any steps adjoining the footway of any such street or public place, shall in like manner protect and guard the same by fences, rails, or other enclosures, so as to prevent the like danger to persons passing and repassing; and on failure thereof every such owner or occupier shall, as often as he shall be convicted of such offence, forfeit and pay any sum not being less than forty shillings nor more than five pounds. And every such owner or occupier as aforesaid who shall fail to erect such rails, fences, or other enclosures as aforesaid, within seven days after any such conviction as aforesaid, shall be deemed guilty of a further offence against this By-law.

9. When any road, street, or lane has been formed and the pathways put in order, the owners of all houses or other structures abutting thereon shall so arrange the roofs of such structures by spouting or otherwise, as shall prevent the rain

from flowing therefrom on to such pathway; and any owner or who shall refuse or neglect to carry out this By-law shall forfeit and pay for every such offence, after due notice given, any sum not exceeding five pounds.

Wells to be covered over.—Penalty.

10. Every person who shall have a well situated between his or her dwelling-house or the appurtenances thereof, and any road, street, or footway, within the limits of the said Borough, or at the side of, or in any yard or place open or exposed to such road, street, or footway, shall cause such well to be securely and permanently covered over; and if any person having such well as aforesaid shall fail to cover over and secure the same within twenty-four hours after notice in writing shall have been given to him or her by any officer of the said Council, or shall have been left for such person at his or her usual or last known place of abode, or on the said premises, shall, on conviction, forfeit and pay the sum of ten shillings; and for every day after such notice that such well shall remain open or uncovered, contrary to the provisions hereof, such person shall be deemed guilty of a separate offence against this By-law.

Temporary stoppage of traffic for repairs, &c.

11. The Committee for Works, or any officer or person acting under the authority of such Committee, may at any time cause the traffic of any street, lane, or thoroughfare, or any portion thereof, to be stopped for the purpose of repairing the same, or for any necessary purpose; and any person or persons offending against this By-law, either by travelling on such street, lane, or thoroughfare, or by removing or destroying any obstruction that may be placed thereon for the purpose of suspending the traffic, shall forfeit and pay a penalty of any sum not exceeding five pounds for every such offence.

Drawing or trailing timber, &c.

12. Any person who shall haul or draw, or cause to be hauled or drawn, upon any part of any street or public place within the said Borough, any timber, stone, or other thing, otherwise than upon wheeled vehicles or barrows, or shall suffer any timber, stone, or other thing, which shall be carried principally or in part upon any wheeled vehicle or barrow, to drag or trail upon any part of such street or public place, to the injury thereof, or to hang over any part of such vehicle or barrow, so as to obstruct the street beyond the breadth of the said vehicle or barrow, shall, upon conviction, forfeit and pay for every such offence a sum of not more than forty shillings nor less than five shillings over and above the damages occasioned thereby.

Driving carriages, &c., on footways, and throwing filth, &c.

13. Any person who shall throw, cast, or lay, or shall cause, permit, or suffer to be thrown, cast, or laid, or to remain, any ashes, rubbish, offal, dung, soil, dead animal, blood, or other filth or annoyance, or any matter or thing, in or upon the carriage way or footway of any street or other public place in the said Borough, or shall kill, slaughter, dress, scald, or cut up any beast, swine, calf, sheep, lamb, or other animal, in or so near to any such street or other public place as that any blood or filth shall run or flow upon or over, or be on any or either of any such carriage or footway; or shall run, roll, drive, draw, place, or cause, permit, or suffer to be run, rolled, driven, drawn, or placed upon any of the said footways of any such street or public place any waggon, cart, dray, sledge, or other carriage, or any wheel, wheelbarrow, handbarrow, or truck, or any hogshead, cask, or barrel, or shall wilfully lead, drive, or ride, any horse, ass, mule, or other beast upon any such footway, shall, upon conviction, forfeit and pay for the first offence a sum not exceeding forty shillings, nor less than five shillings; for the second offence a sum not exceeding five pounds nor less than ten shillings; and for a third and every subsequent offence a sum not exceeding ten pounds nor less than one pound for each such offence.

Slop, night-soil, &c., to be conveyed away only at certain hours.

14. Any person or persons who shall drive or cause to be driven any cart or other carriage with any night-soil or ammoniacal liquor therein, through or in any street or public place within the said Borough, between the hours of five o'clock in the morning and ten o'clock at night, or shall fill any cart or other carriage so as to turn over or cast any night-soil, ammoniacal liquor, slop, mire, or channel dirt, or filth, in or upon any such street or public place, or shall deposit night-soil, ammoniacal liquor, or other offensive matter, nearer to any street, road, or dwelling-house than shall be directed by the said Council, or by the Inspector of Nuisances; or shall remove night-soil or other offensive matter otherwise than in properly covered and watertight carts or other vehicles; or shall cause any vehicle used for this purpose to stand on any premises nearer to any road, street, or dwelling-house, than shall be directed by the said Council, or the said Inspector of Nuisances, shall for every such offence forfeit and pay any sum not exceeding five pounds; and in case the person so offending shall not be known to the said Council or Inspector, then the owner of such cart or carriage in which such night-soil or other offensive matter shall be put or placed, and also the employer of the person so offending, shall be liable to and forfeit and pay such penalty as aforesaid.

Riding on drays, careless driving, &c

15. If the driver of any waggon, wain, cart, or dray of any kind, shall ride upon any such carriage in any street as aforesaid, not having some person on foot to guide the same (such carts as are guided with reins only excepted); or if the driver of any carriage whatsoever shall wilfully be at such a distance from such carriage, or in such a situation whilst it shall be passing upon such street, that he cannot have the direction and government of the horse or horses, or cattle drawing the same; or if the driver of any waggon, cart, dray, or coach, or other carriage whatsoever, meeting any other carriage, shall not keep his waggon, cart, dray, or coach, or other carriage, on the left or near side of the road, street, or thoroughfare; or if any person shall in any manner wilfully prevent any other person or persons from passing him or her, or any carriage under his or her care upon such street; or by negligence or misbehaviour prevent, hinder, or interrupt the free passage of any carriage or person in or upon the same, every such driver or person so offending shall, upon conviction, forfeit and pay any sum not exceeding forty shillings.

As to damaging buildings.

16. Any person who shall damage any public building, toll-gate, toll-bar, toll-board, wall, parapet, fence, sluice-bridge, culvert, sewer, watercourse, or other public property within the said Borough, shall pay the costs of repairing the same, and if such damage be wilfully done, shall forfeit and pay a sum not exceeding twenty pounds.

Damaging trees.

17. Any person who shall wilfully, and without the authority of the Council, cut, break, bark, root up, or otherwise destroy or damage the whole or any part of any tree, sapling, shrub, or underwood, growing in or upon any street or place under the management of the Council, shall forfeit any sum not exceeding ten pounds nor less than one pound.

Entrances to public roads to have water-tables kept free from obstructions.

18. Where an entrance has been made from any land by the occupier, tenant, or owner thereof, to any public road within the Municipality, and the traffic caused by such entrance crosses the water-table of such public road, the occupier, tenant, or owner of any such land, from which such entrance is made shall keep the said water-table for a reasonable distance on each side clear of all obstructions; failing to do the same he or she shall, on conviction, forfeit and pay any sum not exceeding five pounds for every such offence, in addition to the cost of clearing such water-table as aforesaid.

*Nuisances.**Dead animals, &c., not to be thrown into any public watercourse, &c.*

19. Any person who shall cast any filth, rubbish, or any dead animal, or any animal with intent of drowning, into any public watercourse, sewer, waterhole, river, creek, or canal,—or who shall permit or suffer any slops, suds, or filth to flow from his or her premises over any of the footways of the Borough, or shall by means of pipes, shoots, channels, or other contrivances, permit or cause water from his or her premises to flow over such pathways, or shall obstruct or divert from its channel any sewer or watercourse, river, creek, or canal, shall forfeit any sum not exceeding five pounds.

Swine not to be kept.

20. Any person who shall breed, feed, or keep any kind of swine, in any house, building, yard, garden, or other hereditament situate and being in or within forty feet of any street or public place or any dwelling-house in the said Borough, or shall suffer any kind of swine, or any horse, ass, mule, sheep, goat, or other cattle belonging to him or her, or under his or her charge, to stray or go about, or to be tethered or depastured in any such street or public place, shall on conviction forfeit and pay for every such offence a sum not exceeding forty shillings nor less than five shillings.

As to private avenues, &c.

21. Any owner or occupier of any house or place within the said Borough who shall neglect to keep clean all private avenues, passages, yards, and ways within the said premises, so as by such neglect to cause a nuisance by offensive smell or otherwise, shall on conviction forfeit and pay a sum not exceeding forty shillings nor less than ten shillings for every such offence.

22. The owner or person in charge (excepting travellers) of any cow, horse, or other animal within the boundaries of the Municipality who shall, to the annoyance of any inhabitant, suffer a bell to be attached to such animal shall on conviction forfeit and pay any sum not exceeding forty shillings for every such offence.

Cleansing butchers' shambles, slaughter-houses, &c.

23. It shall not be lawful for any person to prosecute his or her trade by slaughtering any cattle, sheep, or pigs within the limits of the Borough; and the officer of the Council shall have full power, without any other authority than this By-law, to go upon any premises for the purpose of ascertaining whether a

breach of this By-law has been committed; and any person who shall be guilty of such offence shall on conviction before a Justice of the Peace forfeit and pay any sum not exceeding twenty pounds.

24. Upon representation by any respectable householder that the house, premises, yards, closets, drains, ash-pits, or hogsties of the neighbouring or adjoining premises are a nuisance or offensive, the Inspector of Nuisances or any other person appointed by the Council shall make an inspection of the premises complained of; and the officer of the Council shall have full power, without any other authority than this By-law, to go upon such premises for the aforesaid purpose; and if any such premises shall be found to be a nuisance or otherwise offensive, notice in writing shall be given to the proprietor or resident of such premises, that if within seven days after the service of such notice the nuisance shall not be removed, the proprietor, tenant, or occupant of the aforesaid premises shall, upon conviction before any two Justices of the Peace, be liable to any penalty not exceeding twenty pounds.

Various obstructions and annoyances.

25. Every person who, in any street or other public place or passage within the said Borough, to the obstruction, annoyance, or danger of the residents or passengers, shall commit any of the following offences, shall on conviction for any and every such offence forfeit and pay a penalty of not more than two pounds:—

Every person who shall carry or convey, or cause to be carried or conveyed, in any street or public place, the carcass, or any part of the carcass of any newly-slaughtered animal, without a sufficient and proper cloth covering the same, for the concealment from public view, or shall hawk or carry about butcher's meat for sale without covering the same as aforesaid.

Every person who shall place any line, cord, or pole across any street, lane, or passage, or hang or place clothes thereon to the danger or annoyance of any person,

Every person who shall throw or cast from the roof, or any part of any house or other building, any slate, brick, part of a brick, wood, rubbish, or other material or thing (unless within a hoard or enclosure when any house or building is being erected, pulled down, or repaired).

Every person who shall, within the distance of one hundred yards from any dwelling-house, burn any rags, bones, cork, or other offensive substance, to the annoyance of an inhabitant.

*Offences against public decency.**Bathing prohibited within certain limits.*

26. Any person who shall bathe near to or within view of any inhabited house, bridge, street, road, or other place of public resort within the limits of the said Borough, between the hours of six o'clock in the morning and eight in the evening, shall on conviction forfeit and pay a sum not exceeding one pound for every such offence.

Penalty on indecent exposure of the person.

27. Any individual who shall offend against decency, by exposure of his or her person in any street or public place within the said Borough, or in the view thereof, shall on conviction forfeit and pay for every such offence a sum not exceeding ten pounds nor less than one pound.

Houses of ill fame.

28. Upon representation of any respectable ratepayer that any house or premises within the Borough, and near to the residence of such ratepayer, is of ill fame, it shall be lawful for the By-law Committee to cause the residents of such house or premises to furnish to the Council a list of names, ages, sexes, and occupations of all the inmates of the said house or premises; and upon non-compliance with such request, or if, upon consideration, the said Committee consider the house to be one of ill fame, they shall, with the sanction of the Council, declare the same to be a nuisance; and shall cause a notice in writing to be served upon the holder of such house or premises, or any person resident or being therein, to discontinue or abate the said nuisance within forty-eight hours after the receipt of such notice. And if such nuisance be not so abated, the holder of such house or premises, or other person residing or being therein or acting as such holder, shall be liable to be proceeded against for such nuisance, and shall, on conviction thereof, forfeit and pay any sum not less than two pounds nor more than twenty pounds. And if such nuisance shall not be abated within forty-eight hours after such conviction, such holder of such house, or such other person residing or being therein as aforesaid, shall forfeit and pay for such second offence a sum of not less than five pounds nor more than fifty pounds. And if a further period of forty-eight hours shall elapse after such second conviction without the abatement of such nuisance, such holder of such house, or other person residing or being therein as aforesaid, shall for such third offence forfeit and pay any sum not less than ten pounds nor more than fifty pounds.

29. No person shall be permitted to drive horses, sheep, or cattle on any part of the Borough except Drivers' Road, and anyone infringing this By-law shall, on conviction, forfeit and pay a penalty of not exceeding five pounds for every offence.

PART V.

Noisome and Offensive Trades.

No noisome or offensive trades to be carried on to injury of any inhabitants.

1. No person shall carry on any noisome or offensive trade within the said Borough, so as to injure or be a nuisance as hereinafter stated, to the inhabitants thereof.

Definition of "noisome and offensive trades."

2. Any manufacture, trade, calling, or operation, in the conducting, following, or carrying on of which, or in consequence of or in connection wherewith, or from the premises where the same is conducted, followed, or carried on, any gas, vapour, or effluvia, or any large quantities of smoke shall be evolved or discharged, which gas, vapour, effluvia, or smoke shall be calculated to injure animal or vegetable life, or in any other way to injure or be a nuisance to the inhabitants of the said Borough, shall be considered a "noisome and offensive trade" within the meaning of these By-laws.

Complaint—Inquire and report.—Order of Council thereon.—Notice to discontinue, &c.—Penalty.

3. Upon complaint in writing by any householder that any noisome or offensive trade is being so followed, conducted, or carried on in the vicinity of his or her residence or property as to injure his or her health, or the health of any member of his or her family, or to be a nuisance to such householder, and to his or her family, the Inspector of Nuisances, or any other person or persons appointed by the Council, shall make an inspection of the premises where such trade is alleged to be so conducted, followed, or carried on as aforesaid, and of the premises or property of the complainant, and shall inquire into the grounds for such complaint, and shall report thereon to the said Council. And if the said Council shall, on the consideration of such report, or after any such further inquiry as may be deemed necessary, be of opinion that the said complaint is well founded, and that any manufacture, trade, calling, or operation so complained of, and so being conducted, followed, or carried on as aforesaid, is a "noisome or offensive trade" within the meaning of these by-laws, notice shall be given to the person or persons conducting, following, or carrying on such trade to cease and discontinue the same within such reasonable time, not being less than thirty days, nor more than sixty days as the said Council may direct, or so to conduct, follow, or carry on his, her, or their manufacture, trade, calling, or operation, as that within such reasonable time as aforesaid, the same shall wholly and permanently cease to be noisome and offensive within the meaning of these by-laws, either to the said complainant or to any other resident within the said Borough. And if such trade shall not be discontinued as aforesaid, or shall not be so conducted as that it shall wholly cease to be noisome and offensive as aforesaid, within the time named in

such notice as aforesaid, any person conducting, following, or carrying on such trade as aforesaid shall for the first offence forfeit and pay a sum of not less than forty shillings, nor more than five pounds; for a second offence a sum of not less than five pounds, nor more than twenty-five pounds; and for the third and every subsequent offence a sum of not less than ten pounds, nor more than fifty pounds.

Mode of proceeding when "noisome and offensive trade" is about to be commenced.—Penalty.

4. The like proceedings shall be taken as aforesaid whenever there shall be a complaint as aforesaid that any manufacture, trade, calling, or operation, is about to be commenced or entered upon which is likely to prove "noisome and offensive" within the meaning of these by-laws, save and except the notice to be given as aforesaid shall be given to the person or persons about to commence or enter upon such manufacture, trade, calling, or operation, and shall require him, her, or them, not to commence or enter upon the same, or to take such measures as shall effectually and permanently prevent the same from becoming "noisome or offensive" within the meaning of these by-laws, to any resident within the Borough. And any person who shall in any such case commence, enter upon, or continue any such manufacture, trade, calling, or operation, so that the same shall be in any way "noisome and offensive" within the meaning of these by-laws, shall for every such offence forfeit and pay a sum of not less than ten pounds, nor more than fifty pounds.

Service of Notice.—Liabilities.

5. Service of any such notice as aforesaid upon the occupier or owner of any premises or land wherein or whereon any such manufacture, trade, calling, or operation is being conducted, followed, or carried on, or is about to be commenced or entered upon, or at the last known place of abode of such occupier or owner, or upon any person on the said premises or land, shall be a good and sufficient service of such notice for all the purposes of these by-laws. And every person who shall be actually engaged in superintending, directing, or managing, or who shall be in any other way actually engaged or employed in any such manufacture, trade, calling, or operation as aforesaid, shall be liable to be regarded and treated as a person conducting, following, or carrying on such manufacture, trade, calling, or operation, within the meaning and for all the purposes of these by-laws.

Passed by the Municipal Council of the Borough of Burwood, this 24th day of June, in the year of our Lord, one thousand eight hundred and seventy-five.

R. M. FERGUSON,
Council Clerk.

CHAS. H. HUMPHREY,
Mayor.